

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

**CITY of DULUTH
PROJECT SPECIFICATIONS**

Chester Park Ski Trail Bridge 1

**City of Duluth, MN
411 West 1st St.
Duluth, MN 55802**

**City Project #: 1170
FEMA #: 305B**

Bid # 12-0616

Opening Date: November 8, 2012

Time: 2:00 P.M.

Place: City Hall Room 211A

CITY OF DULUTH

INVITATION TO BID (ENG)

PROJECT NAME/DESCRIPTION: Chester Park Ski Trail Bridge 1

PROJECT NUMBER: 1170

BID NUMBER: 12-0616

Sealed bids will be received by the City Purchasing Agent in and for the Corporation of the City of Duluth, Minnesota, at his office, Room 100 City Hall, Duluth, Minnesota, 55802, (218) 730-5340 until 2:00 P.M. local time on November 8, 2012 for the above named project. Immediately thereafter, bids will be taken to room 211A City Hall, where they will be publicly opened and read aloud.

NOTICE TO BIDDERS:

1. **A Project Labor Agreement (PLA) will be required for any bid that is over or could virtually go over \$150,000.**
2. **Unless a Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over \$50,000. Submit a signed copy from the State of Minnesota when submitting Payment and Performance Bonds. This form may be found at the following web address: http://taxes.state.mn.us/Forms_and_Instructions/sde.pdf**

This project consists of constructing a 50 foot by 16.5 foot prefabricated pedestrian trail bridge and abutments over Chester Creek, removing and salvaging an existing steel and timber pedestrian bridge over Chester Creek, and site restoration.

Questions pertaining to this project should be directed to: Howard Smith, P.E., Project Engineer, 218-730-5092.

Each bidder must review the 2011 edition with the 2012 amendments of the City of Duluth Public Works/Utilities Department – Engineering Division Standard Construction Specifications on the city website (www.duluthmn.gov) as these Specifications are incorporated by reference and deemed to be a part hereof this project as if fully incorporated and set forth herein.

Plans and specifications may be downloaded from the City of Duluth Purchasing Department website free of charge.

Plans and specifications are on file for inspection at the City Engineering office, Duluth Builders Exchange, F.W. Dodge Plan Room, Minneapolis Builders Exchange and St. Paul Builders Exchange.

A non-mandatory pre-bid meeting will be October 29th, 2012 at 2:00 P.M., meeting location will be outside of the Chester Park ski chalet. This will be your best opportunity to visit the site and discuss the project with the Engineer.

A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid, shall be submitted with each bid.

Attention is called to the fact that not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project. The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises when possible.

Contractor will comply with all applicable Equal Employment Opportunity laws and regulations.

The City of Duluth is an Equal Opportunity employer.

CITY OF DULUTH

Date posted to web: 10-18-12

Dennis Sears
Purchasing Agent

City of Duluth Purchasing Division

General Specifications

The word "City" used in these specifications shall mean the city of Duluth and/or its Authorities.

1. Instruction to Bidders:

A. All bids must be completed in a non-erasable format on the form provided by city of Duluth, errors are to be crossed out and initialed.
B. All bids must be enclosed in a sealed envelope.
C. The enclosed blue and white sticker must be placed on the outside of envelope.
D. The bid envelope shall be addressed to the city of Duluth, Purchasing Division, Room 100 City Hall, Duluth, Minnesota 55802.

2. Non-Collusion Clause:

Vendor, their agent/employee hereby agree to comply and fully perform in accordance with the law and state that they have not, directly or indirectly, entered into an agreement or understanding, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the proposal submitted with respect to the above-referenced invitation to bid. Vendor fully acknowledges that such an act of non-compliance may be deemed unlawful and would be considered a violation of the law and subject to prosecution.

3. Award of Contract - Rejection of Bids:

The Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation for bids. The bidders, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.

5. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

6. Liquidated Damages for Failure to Enter into Contract:

The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the city, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).

7. Completion of Bid Request:

The city may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

8. E.E.O. Regulations:

Contractor will be required to comply with all applicable Equal Employment Opportunity (E.E.O.) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin.

The city of Duluth is an equal opportunity employer.

9. Participation:

This document is intended to serve the city of Duluth, its Agents and Authorities. Each authority may issue their own purchase order and will be responsible for it. The City of Duluth Authorities are as follows:

1. Duluth Airport Authority
2. Spirit Mountain Recreational Area Authority
3. Duluth Entertainment and Convention Center
4. Duluth Transit Authority
5. Duluth Economic Development Authority
6. Duluth Housing and Redevelopment Authority

The city has a cooperative purchasing agreement with St. Louis county allowing the county to purchase from this bid when requested. St. Louis county will issue and be responsible for its own purchase orders.

10. Qualifications of Bidder

The city may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the city all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the city that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

11. Addenda and Interpretations

Responses to general questions and clarifications of bids may be made at the discretion of the city. However, no interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing and delivered or sent by facsimile to the city purchasing agent or the buyer shown on the bid request, Duluth, Minnesota 55802, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids.

12. Award of Contract - Rejection of Bids:

In determining the successful bidder, there will be considered in addition to price (per Ordinance 7050):

- A. The ability, capacity and skill of the bidder to perform the contract.
- B. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- C. The quality of performance of previous contract.
- D. The sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract.

13. Quantities:

The city reserves the right to increase or decrease the quantities of items on this bid as required. Any exception to this provision must be noted by the vendor in its bid or proposal.

14. Wages and Salaries:

A. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees for all "Public Works" type projects estimated to exceed \$2,000.

B. The rates of pay set forth under General Conditions are the minimums to be paid during the life of the contract. It is therefore the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensations, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

15. Validity of Bids:

All bids shall be valid for 60 days from the date of bid opening, unless an other period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60 day period.

16. Facsimile Bids:

Facsimile bids are acceptable if: bids are received at the designated facsimile number prior to the scheduled bid opening and an original copy of the bid, identical to the "faxed" bid, is received within 48 hours of the bid opening. Facsimile bid deposits are not acceptable. The city shall endeavor to keep bids confidential, but will accept no responsibility for the confidentiality of facsimile bids. All bids or proposals returned by facsimile are understood to incorporate these general specifications.

17. Insurance:

All vendors doing work on city property, except vendors making routine deliveries, shall submit an insurance certificate indicating insurance coverage as per current city requirements.

18. Website:

ci.duluth.mn.us/city/service/purchasing/index.htm

IMPORTANT- NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

S E A L E D	BID NO.	B I D E R
	DATE OF OPENING	
	TIME OF OPENING	
	DESCRIPTION	

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal Tax return)

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, Minnesota **PROJECT NUMBER & DESCRIPTION** _____

FROM: _____

(FIRM's name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM's affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM's "Minority Business Enterprise Program." This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 "Compliance Responsibility for Equal Opportunity" published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this

certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
- F) Employment Goals - "Construction" Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an "EEO Statement and Certification" similar in nature to this "Statement and Certification", (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012

SPECIFICATIONS SIGNATURE PAGE

I HEREBY CERTIFY THAT THIS PLAN, specification or report
was prepared by me or under my direct supervision and that I am a duly
Licensed Professional Engineer under the laws of the State of Minnesota.



Signature

Matt Bolf

Typed or Printed Name

10/17/12

Date

43913

Registration No.

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

Table of Contents

DIVISION SP

SP-1	Scope of Work.....	5
SP-2	(1806) Determination and Extension of Contract Time	5
SP-3	(1903) Increased or Decreased Quantities	6
SP-4	(2545) Temporary Power Disconnection.....	6
SP-5	(2563) Traffic Control	6
SP-6	(2573) Temporary Rock Construction Entrance.....	7
SP-7	(2573) Erosion Control Supervisor	7
SP-8	Cold Weather Precautions	7

DIVISION SB

SB-1	(1502) Pre-Fabricated Pedestrian Bridge Superstructure	7
------	--	---

Certified Payroll Checklist rev 4/5/11

Data for Labor Cost Bidding

Instructions to Bidders – Engineering 6/02/10

Prevailing Wage Rates: State Highway and Heavy 9-10-12, Federal Heavy 8-3-12, State Truck Rental Rates 7-25-12

Project Insurance Requirements 7/13/09

Project Labor Agreement 2/5/09

Request for Bids form

Appendix A: Geotechnical Evaluation Report

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUTH 121821
OCTOBER 2012**

The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity.

THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING. HARD COPIES OF ALL FORMS ARE AVAILABLE AT THE ENGINEERING DIVISION, EXCEPT THE NON-COLLUSION AND AFFIRMATIVE ACTION POLICY STATEMENT, WHICH ARE AVAILABLE AT THE CITY OF DULUTH PURCHASING DEPARTMENT.

Item listing from web:

FORM	WEB SITE
Affidavit of Non-Collusion (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Bidder's Label for submitting project bids	www.duluthmn.gov/engineering/construction_documents.cfm
Certified Payroll Report form WH347 (front side only)	www.dol.gov/whd/forms/WH347.pdf
Contractor's Haul Route	www.duluthmn.gov/engineering/construction_documents.cfm
Debarment/Suspension Notice 10-10-2012	www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf
HUD 4010	www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf
IC-134 form	www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf
IC-134 on-line submittal (click: Submit Contractor Affidavit; r-side of screen)	www.mndor.state.mn.us/
MN Rules 5200.1105 & .1106	www.duluthmn.gov/engineering/construction_documents.cfm
MN Statutes 177.41 to 177.44	www.revisor.mn.gov/statutes/?id=177
Notice to Bidders Prompt Payment to Subs	www.duluthmn.gov/engineering/construction_documents.cfm
One-Call Instructions	www.duluthmn.gov/engineering/construction_documents.cfm
Purchasing Division General Specifications	www.duluthmn.gov/engineering/construction_documents.cfm
Request to Sublet TP-21834 (5-12-09)	www.duluthmn.gov/engineering/construction_documents.cfm
Statement of Compliance Form (12-10)	www.dot.state.mn.us/const/labor/forms.html
Statement of Compliance Form - 2 nd page WH347	www.dol.gov/whd/wh347.pdf
Supplemental General Conditions Part II 4/15/11	www.duluthmn.gov/engineering/construction_documents.cfm

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

NOTICE TO ALL BIDDERS:

The City of Duluth Public Works & Utilities Department – Engineering Division 2011 Edition Standard Construction Specifications book with 2012 amendments and any other addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The Standard Construction Specification is available on the City website at www.duluthmn.gov/engineering/index.cfm.

DIVISION SP

SP-1 SCOPE OF WORK

This work provides for construction of a pedestrian bridge over Chester Creek and removal of an existing bridge in Duluth, Minnesota. The work consists of common excavation, abutment construction, pedestrian bridge, and existing bridge removal.

The City of Duluth is the Owner of this project.

The Contractor will become a co-permittee with the City of Duluth on the NPDES II Storm Water Permit.

SP-2 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract Time will be determined in accordance with the provisions of Mn/DOT 1806 and the following:

- SP-2.1** Construction operations shall be started on or before November 19, 2012 or within ten (10) calendar days after the date of award by City Council resolution, whichever is later; however, the Notice to Proceed letter will be the official authorization to commence construction operations.
- SP-2.2** All work required under this Contract shall be completed by January 18, 2013.
- SP-2.3** The provisions of Mn/DOT 1806.1C(3) are modified to the extent that the phrase “during the inclusive period from November 15 to April 15,” is deleted. A similar phrase set forth in the second paragraph of Mn/DOT 1807.2 is also deleted.
- SP-2.4** No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 6:30 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer. If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed. If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.
- SP-2.5** When all, or a portion, of the Contract Time is specified as a calendar completion date, as provided in Mn/DOT 1103, the time is presumed to have been determined by considering the Proposal quantities, normal weather for the locality and season of the year, and the necessity of having the work completed by the specified date. The time may be extended by the Engineer only in accordance with the following:

When the Contract Time is specified as a fixed calendar completion date, any time extensions granted must be justified on the basis of unavoidable delay in starting or completing the progress controlling operations, and then, only when and to the extent that it is shown that delay time could not be overcome and the work brought back on schedule through reasonable adjustments in the Progress Schedule. Provided the Contractor has made all reasonable efforts to maintain an adequate and acceptable Progress Schedule, the specified completion date may be extended as the Engineer determines to be justified, for any of the following reasons:

- 1) Delays caused by failure of the City Council to award the Contract at least 10 calendar days in advance of the latest date specified for beginning construction operations.
- 2) Delays caused by an earthquake, flood, cloudburst, cyclone, tornado, or other cataclysmic phenomenon of a nature beyond the power of the Contractor to foresee and make preparations in defense against.
- 3) Delays caused by acts of the Government or a political subdivision, or by acts of the public enemy, including fires, epidemics, and strikes not caused by improper acts or omissions of the Contractor.

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

- 4) Delays caused by an action or non-action of the Department, such as suspension of work by order of the Engineer through no fault on the Contractor.
- 5) Delays caused in incompleteness of work being done by other Contractors or utility owners, or due to other unforeseeable interferences not the fault of the Contractor.
- 6) Delays direction attributable to the performances of Extra Work or increased quantities or work.
- 7) Extraordinary delays in delivery or materials, resulting from strikes, lockouts, freight embargoes, governmental acts, or sudden disaster, or a nature beyond the power of the Contractor or his/her supplier to foresee and forestall.

Delays caused by plant and equipment failure, and delays due to unsuitable weather or conditions resulting therefrom, will not be allowed as justification for time extension except when and only to the extent the Engineer considers justified in view of unavoidable circumstances or events. Normal weather delays and the usual plant and equipment failures must be allowed for establishing work schedules. An extension of time may be granted for such delays as are considered to be in excess of the normal, but only when it is shown that the lost time would not reasonably be made up through acceleration of the remaining work. Failure to prosecute the work continuously and effectively for the full time allowed, with adequate work force and schedule, will be cause for denial of any such time extension that may otherwise be allowed.

SP-3 (1903) INCREASED OR DECREASED QUANTITIES

The provisions of Mn/DOT 1903 regarding overruns and underruns shall not apply to the following items of work under the Contract:

2511.501 Random Rip Rap Class III

SP-4 (2545) TEMPORARY POWER DISCONNECTION

SP-4.1 This work shall consist of temporarily disconnection of an aerial power line to allow for crane mobilization and bridge placement. Contractor will be responsible for coordination with City and Power company and for reconnection of power line upon completion of bridge placement.

SP-4.2 Measurement will be by the lump sum under item Temporary Power Disconnection.

SP-4.3 This work will be paid for at the contract unit price per lump sum for Temporary Power Disconnection which shall be compensation in full for all costs including all materials and labor necessary to disconnect and reconnect the power line.

SP-5 (2563) TRAFFIC CONTROL

This project shall maintain access to all Chester Park facilities, streets, and parking lots, and must be maintained at all times. Upon completion of the project, all lanes of traffic shall be restored and opened for traffic. Contractor to be responsible for removing contractor installed devices.

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part 6, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of MnDOT 1404 and 1710, the Minnesota Standard Signs Manual, the Traffic Engineering Manual, the Traffic Control currently in-place, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, and drums, as required and sufficient barricade weights to maintain barricade stability.

The Contractor is advised of the changes to the Prevailing Wage Coverage as noted in the Notice to Bidders – Traffic Control Prevailing Wage Coverage contained in the front of this Proposal.

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

SP-6 (2573) TEMPORARY ROCK CONSTRUCTION ENTRANCE

This work consists of construction and maintenance of a rock construction entrance as shown on the plans. The purpose of this entrance is to prevent appreciable soil tracking onto public roadways for the duration of the Project. The location of each entrance shall be approved by the Engineer prior to construction.

SP-6.1 **Basis of Payment**

This work shall be paid for by the each as follows:

Upon Construction	50%
Upon Project Completion	50%

SP-7 (2573) EROSION CONTROL SUPERVISOR

Section 2573.4S is deleted and replaced with the following:

SP-7.1 **Erosion Control Supervisor**

Providing the Erosion Control Superior for this Contract shall be considered incidental work for which no direct payment will be made.

SP-8 COLD WEATHER PRECAUTIONS

The Contractor shall be prepared to provide construction blankets, temporary heat, or ground thawing as needed to facilitate construction activities during winter months. Temporary heating or thermal protection measures shall be incidental to overall construction of the project.

DIVISION SB

SB-1 (1502) PRE-FABRICATED PEDESTRIAN BRIDGE SUPERSTRUCTURE

SB-1.1 **Description of Work**

This work consists of the design, detailing, shop drawings, fabrication, delivery, and erection of the entire bridge superstructure (Chester Park Ski Trail Bridge 1) and approaches. The Contractor shall perform work in accordance with the applicable provisions of Mn/DOT 1502, 2401, 2402, 2403, 2471, the Plans, and the following special provisions:

- A. The soils investigation report is included in the project special provisions. The Contractor is directed to 1205 for limitations on use of this information.

SB-1.2 **Materials**

The structure is to be constructed of weathering steel (unpainted) and a wooded deck. Aluminum and lightweight concrete are not acceptable materials for use in any portion of the structure.

Minimum structural steel thickness is 1/4" for pipe or tube sections, 5/16" for all other sections. Minimum thickness requirements do not apply to railings.

Structural tubing shall be either water tight or designed so that moisture is not trapped in the tubes.

Sawn lumber and Glue Laminated Timber shall comply with the requirements of AASHTO M168. Strength values are as required by the National Design Specifications for Wood Construction (NDS), 2005 edition and current supplements.

The provisions of 2471 shall apply. Steel fabricators are required to be certified under the AISC Quality Certification Program Category, Simple Steel Bridge Structures (Sbr). Structural steel shapes, plates and bars shall conform to the provisions of 3309. Steel conforming to the provisions of 3306 may be used for minor components provided it is painted. Structural steel tubing shall conform to the provisions of 3361, Type C.

Timber fabricators who produce glulam lumber components shall meet the requirements of ANSI A190.1.

SB-1.3 **Bridge Substructure**

The bridge substructure shall consist of reinforced concrete supported on spread footings as recommended in the soil investigation report. The substructure shall consist of two abutments. The Contractor is responsible for verifying the adequacy of the original substructure design with the proposed superstructure loads and dimensions to assure proper fit-up

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

in the field. The Contractor is responsible for coordination with other suppliers, fabricators, and subcontractors who may be affected by changes in the substructure necessary to accommodate the bridge superstructure.

SB-1.4 Bridge Superstructure

The Contractor shall furnish a superstructure consisting of a weathering steel truss unpainted with a timber deck.

Use Mn/DOT standard elastomeric pads as required by the design plans. The bearing design shall accommodate all bridge loads, translations and rotations. Alternate bearing assembly types will require approval by the Engineer.

SB-1.5 General Design Requirements

Design bridge in accordance with the 2010 Edition of the AASHTO LRFD Bridge Design Specifications, all current interims, the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, the MN/DOT Bikeway Facility Design Manual, the MN/DOT LRFD Bridge Design Manual and the following design criteria:

The Fracture Critical requirements in Section 4.2 of the "LRFD Guide Specification for the Design of Pedestrian Bridges" are waived.

The superstructure design shall comply with the recommended deflection and vibration limitations prescribed in the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

The connection of the floorbeam to the vertical truss may use an "under hung" configuration. The connection shall be designed for effective weld lengths as well as chord wall crippling, buckling and yielding, along with an equal width or "matched" vertical on top of the chord (180 degrees from the floor beam location).

Connections in which the floor beams are welded directly into the side face of the bottom chords are not allowed in pony trusses without stiffening of the bottom chord at all floor beams.

SB-1.6 Specific Design Requirements

The bridge span shall meet the following criteria:

- A. Bridge shall have the following dimensions. The Bridge Span listed below is from end to end of steel truss. The Rail Height listed below is from top of deck to top of top chord. Also listed is the residual camber at midspan.

Bridge Span	Rail Height	Clear Deck Width	Residual Camber
50'-0"	4'-6"	16'-6"	6"

- B. Design, fabricate, and install steel truss superstructure as a simple span structure. General geometry of the truss shall closely match that shown on the Plan with respect to angle and orientation of web members. Use vertical end posts.
- C. The maximum allowed opening in the rails between the deck and the top of top rail is 4 inches. The bridge shall have a 6 inch toe plate installed at a height of 1" above the top of deck. The inside vertical face of the railing and toe rail shall have no sharp edges or protrusions and shall provide the full trail clear width dimension.
- D. The bridge design shall meet the minimum design criteria as follows:
1. Vertical: AASHTO 90 psf pedestrian live load or an H-10 (20,000 **pound**) maintenance vehicle without impact. Whichever loading combination produces the greater stresses shall govern the design.
 2. Horizontal Wind Loading: Wind loads are as specified in *AASHTO Signs*, Articles 3.8 and 3.9. Unless otherwise directed by the Owner, the structure shall have a Wind Importance Factor I_r of 1.15. Apply wind loading over the exposed area in front elevation including enclosures.
 3. Vertical Wind Loading: Apply, concurrently with the loading above, a vertical uplift line load equal to 20 psf over the full deck area. This load is applied at the windward quarter point of the deck width.
- E. The bridge span shall have connections which securely fasten the spans to the abutments but also allow for the temperature expansion/contraction of the spans and these connections shall be fully detailed on plans and submitted for approval. The Contractor shall provide to the Engineer the anticipated lengths of the spans at the temperature

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

extremes of -30° F and 120° F relative to the length at 70° F. Anchorages shall consist of hot dipped galvanized anchor bolts, nuts and washers, and are supplied by the bridge manufacturer and be incidental to the cost of the bridge.

- F. All bridge plan sheets shall contain the signature of an Engineer who is currently licensed by the State of Minnesota as a Professional Engineer.
- G. Assemble bridge spans into a solid unit with no loose members. Sand blast all steel in accordance with the Steel Structures Painting Council Surface Preparation Specification No. 6 (SSPC-SP6) Commercial Blast Cleaning
- H. A steel cover plate shall span the gap between the end of the bridge and the abutment at both ends of the bridge. The plate shall have a rigid attachment to the bridge and extend a minimum of 4-inches beyond the front face of the abutment backwall. The cover plate shall have beveled edges or be recessed into the top of the abutment backwall with adequate allowance for thermal movement of the bridge.
- I. Bridge Signs: Mark both ends of bridge with load limit of **10** tons and the Mn/DOT Bridge Number.

SB-1.7 Timber decking and Rubrail Construction

A. Requirements:

Use West Coast Douglas Fir or Southern Yellow Pine timber decking per the provisions of 3426. Decking shall have preservative treatment as described below. Planks shall have a S1S1E finish, be placed rough side up, and have a minimum nominal thickness of 3 inches.

B. Fasteners:

Use stainless steel or hot-dipped galvanized screws, nuts, bolts, washers, etc., for attachment of decking/rubrails.

C. Preservative Treatment:

Decking and Rubrail: Pressure treat with a wood preservative product that are non-arsenic, water born in composition and recommended by the manufacturer for this exterior application.

Structural members shall be limited to locations that are not in contact with the ground (AWPA use category UC3B).

Wood shall be pre-cut and/or predrilled prior to treatment whenever possible, otherwise, all field cuts, drillings, notches, etc., in wood over 2" nominal thickness shall be coated with two heavy coats (minimum) of preservative compatible with existing preservative treatment.

D. Handling Treated Products:

Care and handling of preservative treated wood products shall be in accordance with AWPA Standard M4.

SB-1.8 Pre-fabricated Superstructure Plan Requirements and Submittals

Pre-fabricated Superstructure plans are the certified design plans of the bridge superstructure, provided by the contractor, based on the details and performance criteria found in the Design Plan and the following Special Provisions.

A. Plan Preparation:

Contractor shall provide superstructure plans that are complete and comprehensive, fully detailing the superstructure and its connection to the substructure. The plans shall reflect the requirements and intentions of the Final Design Plan and the Special Provisions. A Professional Engineer licensed in the State of Minnesota and experienced in bridge design shall certify all plan sheets, as well as the design calculations. All plan sheets shall also contain the initials of the designer, drafter, and checkers.

The plans shall include, but not be limited to the following;

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

1. General plan, elevation, and cross section views on the first sheet/s, providing span lengths between bearing points, skews, profile grade information, and critical clearance dimensions. The first sheet shall also include pertinent design data information.
2. Dimensioning of truss vertical spacing, truss height, stringer spacing, walkway clear width, height and spacing of handrails, safety rails, toe rails, et cetera.
3. Details of all timber and/or steel structural connections, the required welds, sizes of members, bearing assembly details, concrete mix numbers, concrete deck reinforcement, materials data, and painting requirements.
4. Bridge camber and deflection information, and complete details of all member field splices.
5. Complete details of the fixed and expansion bearings showing the connection of the superstructure to the substructure, including anchor bolt spacing and dimensioning necessary for proper placement on the substructures. The anchor bolts shall be detailed to avoid rebar and maintain minimum edge distances. The plans shall provide the dimensions from top of deck to bearing seat, the dimension (horizontally and along slope) from front face of abutment backwall to front face of abutment backwall, expansion joint details, cover plate details including any notches required in the backwalls, and all applied load information from the proposed bridge superstructure.
6. General list of weld inspection and testing requirements.

B. Plan Submittal and Review Process:

Upon completion of the project letting and prior to the start of any fabrication or construction, the contractor shall submit, as described below, two sets of the Pre-fabricated superstructure plans, shop drawings, a fabrication testing plan, and one set of design computations shall be submitted to the owner for their file. No review or approval by the owner will be provided. The contract is responsible for the conformance, completeness and accuracy of the design and delivered superstructure.

SB-1.9 Fabrication

Bridge structural steel components shall only be fabricated by approved Mn/DOT Suppliers (fabricators, galvanizers, paint shops, sandblasters), who have an approved Quality Control Plan. Any work performed by an unapproved Supplier is subject to the requirements of Mn/DOT 1512.

Any questions concerning the approved list of Suppliers or the approval process can be addressed by Todd Niemann, Structural Metals and Bridge Inspection Engineer (651) 366-4567 or Barry Glassman, Metals Quality Engineer (651) 366-4568.

SB-1.10 Structural Steel Inspections

All structural steel component inspection shall be in accordance with AISC and AWS procedures as prescribed by the fabricator in the shop drawings. Test shall be the responsibility of the fabricator. Copies shall be submitted to the owner for filing.

SB-1.11 Delivery

Delivery of the superstructure spans shall be to a location selected by the Contractor that is accessible to over-the-road trucks. A representative of the manufacturer/fabricator of the steel truss span assemblies shall be present at the time that the material is unloaded to instruct the Contractor in proper lifting procedures.

SB-1.12 The steel truss shall have a style similar to the products of the following manufacturers: (Acceptable products are not limited to listed manufacturers.)

Potential suppliers of the prefabricated steel trusses are:

ConTech Construction Products, Inc. (Continental Bridge), 8301 State Highway 29 North, Alexandria, MN 56308 Ph. 1-800-328-2047; Web site: www.contech-cpi.com

Wheeler Consolidated, Inc., 9330 James Ave. S., Bloomington, MN 55431, Ph. 1-800-328-3986 or Ph. 952-929-7854, ; Web site: www.wheeler-con.com

Anderson Bridges, 111 Willow Street Colfax, WI 54730, Ph. 1-877-934-2800; Web site: www.andersonbridges.com.

**SPECIAL PROVISIONS
CITY JOB NO. 1170
CHESTER PARK SKI TRAIL BRIDGE 1
SEH NO. DULUT 121821
OCTOBER 2012**

SB-1.13 Structure Excavation

The item Structure Excavation shall include all excavation, sheeting and shoring and/or other protection, preparation of foundation, and placing of backfill, and disposal of surplus material necessary for construction of the Chester Park Ski Trail Bridge 1, which is not specifically included in the grading portion of the Contract. At the abutment, excavate material necessary to construct to finished grade as shown in the "Finished Grading Section" on MnDOT Standard 5-297.233 and 5-297.234.

No measurement for payment will be made for approach surcharge material or select granular modified abutment approach treatment material as part of the structure excavation pay item. Refer to the grading portion of the contract for measurement and payment of these items.

No measurement will be made of the excavated or backfill material that is included in the structure excavation pay item. All work performed as specified above will be considered to be included in a single lump sum for which payment is made under Item No. 2401.601, "STRUCTURE EXCAVATION".

For purposes of partial payments, the portion of the lump sum Structure Excavation at each substructure unit will be defined as follows:

Chester Park Bridge 1	Each Abutment 50%
-----------------------	-------------------

SB-1.14 Method of Measurement

The entire bridge structure complete in place will be measured as a single lump sum except as otherwise provided for specific items in the Contract.

SB-1.15 Basis of Payment

Payment for Item No. 2100.601 "Pedestrian Bridge (Superstructure)" will be made at the Contract price per lump sum and shall be compensation in full for all costs of performing the work described above for furnishing and erecting the entire superstructure complete in place except as otherwise specifically provided in the Plan.

City of Duluth
CERTIFIED PAYROLL CHECKLIST

[State of MN & Federal funded projects rev 4/5/11]
www.duluthmn.gov/engineering/construction_documents.cfm

For ease of communication, the e-mail address of the person responsible for certified payroll reports (CPRs) is necessary from the prime contractor and all subcontractors.
Please reply to the e-mail address in item #20.

- 1) Contractor's name and address must appear on the top line of each **certified payroll report (CPR)**.
- 2) **City project number, name, and location must appear on each weekly CPR AND the Statement of Compliance.**
- 3) **CPRs must be numbered sequentially**; for example, #1, #2, #3, etc.
 - Should the prime contractor or any subcontractor **NOT** perform work on a project for one or several weeks, **DO NOT** submit any CPRs at all. When work resumes, mark the CPR with the next sequential number.
 - Should a project continue into another year, continue with the same number sequence.
- 4) Each **employee's complete address** and the **last four digits of the social security number** must be on the first CPR his/her name appears; subsequent CPRs need only show the name.
 - Hours of work must clearly correspond with the appropriate dates; overtime hours listed separately.
- 5) **CLASSIFICATION and CODE NUMBERS**
Each employee's classification title, group number, and code number **must be indicated on each CPR** using the State of Minnesota Master Job Classification listing.
 - **NOTE** that the U S DOL prevailing wage schedules **DO NOT** match the State of Minnesota's for every classification—use caution when applying these code and group numbers.
 - **A listing of simply "operator" or "laborer" or "driver," etc. will not be accepted.**
 - » **CPRs will be returned for correction and monthly projects payments could be delayed.**
 - Employees who work in more than one classification must have the hours spent in each classification clearly indicated on separate lines with the appropriate wage.
 - Web site: <https://www.revisor.mn.gov/rules/?id=5200/1100>
- 6)
 - The U S DOL form WH-347 may be used for preparing the actual certified payroll report.
web site: <http://www.dol.gov/whd/wh347.pdf>
Any other form or software may be used as long as it mirrors the format of the report above.
- 7) **Total Pay Package**
 - The total pay package—base rate plus fringe benefits—must be equal to or greater than that established in the project prevailing wage schedules **or** the project labor agreement (PLA), if the project is subject to one.
 - » An employer may pay a lower hourly rate and higher fringe benefit rate than stated in the project's wage decision for regular time **PROVIDING** the total is equal to or greater than that of the wage decision— overtime must be applied to the higher prevailing wage in the project's wage decision.
 - **The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**
 - The **U.S. DOL Statement of Compliance** [on the reverse side of the WH-347 payroll form] must be used **in addition** to the **MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010)**; the second page must be completed in full regarding the fringe benefits.
web sites: <http://www.dol.gov/whd/wh347.pdf> (page two)
<http://dot.state.mn.us/const/labor/forms.html>

- The fringe benefit package is an integral portion of the prevailing wage. Should the **prime contractor or any subcontractor (regardless of tier)** become delinquent with any fringe benefit plan administrator's requirements for monthly payment, an estimated amount due that plan plus penalties may be withheld from the monthly estimate(s) **OR** the entire monthly estimates(s) may be withheld. See item #10.

8) Other Deductions

- **"Other Deductions"** must be identified; for example: garnishment, alimony, child support, other court ordered deductions, specific fringe benefits, etc. Copies of these documents must be submitted with the first certified payroll report the deduction appears OR an involuntary deduction form must be included with the first certified payroll report the deduction appears.
- **Voluntary deductions** must be clearly marked as to the type: medical, life insurance, 401K, loan payment, etc. A copy of the employee's signed authorization for the voluntary deduction(s) must be included with the first certified payroll the deduction appears.
- **Union dues, union vacation pay, etc.** do not need an authorization form; however, those deductions must be clearly marked on the CPR and the Statement of Compliance which accompanies each CPR. web site: www.duluthmn.gov/engineering/construction_documents.cfm

9) Apprentices

- Apprentices must be clearly identified on each certified payroll.
- **A copy of the official state-approved apprenticeship agreement ALONG WITH the ratio language for that particular trade must be included with the first certified payroll report the apprentice appears.**
- Failure to complete the complete apprenticeship papers may result in a delay of project payments.

10) Fringe Benefits

- Only plans approved by the U.S. Department of Labor will be allowed.
- Payments made to bonafide plans must be timely per the stipulations of the plan administrator.
- Delinquent payments may result in a delay of monthly estimates or an estimated dollar amount due deducted from the monthly estimate. MnDOT 1906 Partial Payments will be implemented.

11) Trucking Operations

- **CPRs are required from ALL multiple truck operations (MTOs), partnerships, and corporations which have workers on a city of Duluth construction project.**
- **CPRs are required** from MTOs, partnerships, and corporations who have a contract with a broker and use their own employees or themselves (in a partnership or corporation) on a city of Duluth construction project.
 - » Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly CPR. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates have expired.
- **Independent truck operators (ITOs)** must submit copies of their CDL, cab card, and insurance certificate for each truck being operated before commencing work on the construction project. These documents must be sent to the prime contractor who will, then, forward the material to Labor Compliance Specialist. No CPRs are required.

12) Month End Trucking Reports

MnDOT's Month-End Trucking Report must be submitted within five working days of the month ending to Labor Compliance Specialist. web site: www.dot.state.mn.us/const/labor/forms.html

13) Owners/Salaried Persons

City Ordinance 8940, 6/18/85 defines a laborer, mechanic: all persons utilized, employed, or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

- This means that all persons working on a City of Duluth project including owners, partners, salaried person, working foremen, etc. performing laborer and/or mechanic work shall be reported on the certified payroll reports including all data required of any laborer or mechanic.

14) **Base Workweek**

The base workweek is five 8-hour days. Daily overtime must be paid on hours exceeding eight per day.

15) **Overtime**

On this project, time and one-half the regular hourly rate is paid for hours exceeding eight per day / all hours after 40 per week.

- An employer may not withhold overtime payment exclusively until 40 hours per week are satisfied. Daily overtime must be paid as it is earned due the State of MN funding.

16) **Originals**

ORIGINAL certified payroll reports must be **submitted WEEKLY**. The prime contractor is responsible for all subcontractors' certified payroll reports.

FAXED certified payroll reports WILL NOT be accepted.

QUICKEN BOOK users will need to provide data in a format as the WH-347 payroll form.

(See web site in item #6)

17) **Statement of Compliance**

BOTH the U.S. DOL Statement of Compliance and the MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010) must be completed in full and attached to each weekly certified payroll report.

www.dot.state.mn.us/const/labor/forms.html

MnDOT

www.dol.gov/whd/wh347.pdf

U S DOL

- Check box A or B for fringe benefit allocation (on the front side of the MnDOT form).
- The back side of the MnDOT form requires the amount paid by classification and category plus the name, address, etc. of the fringe benefit plans.
- Any employee who has an exception to the fringe benefits must be explained in section "C."
- For fringe benefits paid in cash:
 - » indicate this in section "C"
 - » the fringe amount will be added to the employee's regular hourly rate; this total amount will appear on the certified payroll report and is subject to all payroll taxes
 - overtime is calculated at one and one-half the regular hourly rate [see #6 above] plus the fringe benefit amount
- A handwritten—**original**—signature must appear on the back side.

18) **EEO Reports are required on this project**

- Use the MnDOT EEO-13 form. Web site: <http://www.dot.state.mn.us/civilrights/forms.html>
- See the project's specifications/contract for specifics.
- Submit the monthly reports to the Labor Compliance Specialist in item #20

19) **IC-134**

Form IC-134, Withholding Affidavit for Contractors must be submitted before the full retainage can be released.

- on-line: www.mndor.state.mn.us lower right side of screen, click: Submit Contractor Affidavit
- hard copies: www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf

20) Send weekly original certified payroll reports and EEO reports to:

direct: 218/730-5200

fax: 218/730-5907

Labor Compliance Technician

City of Duluth

211 City Hall

411 West 1st St

Duluth, MN 55802-1191

Note to subcontractors: the original certified payroll reports must be submitted to the prime contractor. The prime contractor will make a copy for its records and send the originals to the address in item #20.

DATA FOR LABOR COST BIDDING

NOTE:

Wage Decisions are subject to change due to lock-in rules and revisions near the bid opening.

Project No.: 1170

Name: Chester Park Ski Trail Bridge 1

This project is funded by:

State of Minnesota with federal funding

The base workweek:

Five 8-hour days--OT on daily hours exceeding eight / OT on all hours after 40 per week

The project [DOES or DOES NOT] contain a *project labor agreement (PLA)*.

Should a project contain a project labor agreement:

- 1) Union scale may **not** be reflected in the prevailing wage schedule(s)
- 2) Note Article II Section 10 for trucking labor costs

OVERTIME REQUIREMENTS:

Overtime must be paid on hours worked in excess of eight hours per day. Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.

Project Prevailing Wage Decision: U S DOL Heavy 8/3/12

State of Minnesota Region 1 Highway-Heavy 9/10/12

State of Minnesota Truck Rental Rates 7/25/12

INSTRUCTIONS TO BIDDERS

- 1) Use of Separate Bid Forms These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, completed, or executed. **Separate copies of bid forms are furnished for that purpose.**
- 2) Interpretations or Addenda No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the city of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the city engineer at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- 3) Inspection of Site Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; the city of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
- 4) Alternative Bids No alternative bids or bid items will be considered unless alternative bids are specifically requested by the technical specifications.
- 5) Bids
 - a) All bids must be submitted on forms supplied by the city engineer and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
 - b) Bid documents, including the bid and the bid guaranty, shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If the proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to city of Duluth purchasing manager, 100 City Hall, Duluth, Minnesota 55802.
 - c) The city of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and, at its option, may reject the same.
 - d) If the project is awarded, it will be awarded by the city of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in descending order. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.
 - e) Each bidder shall include in his bid the following information:
 - Principals – names, home addresses including city, state, and zip code
 - Firm – name, federal i.d. number, address, city, state, and zip code
 - Mechanical & Electrical Subcontractors -- names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal form).
- 6) Bid Guaranty
 - a) The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7) Collusive Agreements

- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).

- 8) Unit Prices The unit price, for each of the several items in the proposal of each bidder, shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications.

- 9) Corrections Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10) Time for Receiving Bids

- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

- 11) Opening of Bids At the time and place fixed for the opening of bids, the city purchasing manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

- 12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13) Award of Contract: Rejection of Bids

- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

- a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the city of Duluth an agreement in the form as furnished by the City, in such number of copies as the city of Duluth may require.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
 - 1) A performance bond for the use and benefit of the city of Duluth to complete the contract according to its terms, and conditioned on saving the city of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and
 - 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c) The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the city of Duluth may grant, based on reasons determined sufficient by the city of Duluth, shall constitute a default, and the city of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the city of Duluth for a refund.

15) Wages and Salaries

- a) Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and fringe benefit rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b) The rates of pay set forth in prevailing wage schedule(s) are *potentially* the minimums to be paid during the life of the contract. Project funding sources, bid opening date, contract award date, and the contract start date may be factors resulting in a change of prevailing wage schedules. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day hours in conjunction with the project's funding sources, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. A project labor agreement will be included in all contracts exceeding \$150,000.

- 16) Equal Employment Opportunity Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section 11).
- 17) Employment and Business Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, if any work is subcontracted, efforts should be made to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.
- 18) Sales and Use Taxes It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his/her liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his/her expense, for which no direct compensation will be made by the city to the contractor over and above the accepted bid.
- 19) Pre-Bid/Pre-Construction Meetings
 - a) Should a pre-bid meeting will be held, it will be conducted seven (7) days prior to the bid date (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any

prime bidders to attend this meeting could jeopardize the contract award.

- b) Approximately seven (7) days after city council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his/her construction schedule, cost breakdown, required submittals, etc.

20) Equal Employment Opportunity (EEO) Affirmative Action Policy Statement and Compliance Certificate.

- a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
- b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

**MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE
FUNDED CONSTRUCTION PROJECTS**



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 01

Counties within region:

- CARLTON-09
- COOK-16
- ITASCA-31
- KOOCHICHING-36
- LAKE-38
- PINE-58
- ST. LOUIS-69

Effective: 2011-10-31 Revised: 2012-09-10

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS

EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
----------------	---------------	----------------	---------------

LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)

101 LABORER, COMMON (GENERAL LABOR WORK)	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2011-10-31	17.19	11.59	28.78
	2012-05-01	17.44	12.09	29.53
104 FLAG PERSON	2011-10-31	26.14	15.08	41.22
	2012-05-01	26.14	15.33	41.47
105 WATCH PERSON	2011-10-31	22.59	14.83	37.42
	2012-05-01	22.59	15.08	37.67
106 BLASTER	2011-10-31	29.14	15.08	44.22
	2012-05-01	29.14	15.33	44.47
107 PIPELAYER (WATER, SEWER AND GAS)	2011-10-31	28.14	15.08	43.22
	2012-05-01	28.14	15.33	43.47
108 TUNNEL MINER	2011-10-31	26.59	15.33	41.92
	2011-10-31	26.84	15.08	41.92
	2012-05-01	26.84	15.33	42.17
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2011-10-31	26.84	15.08	41.92
	2012-05-01	26.84	15.33	42.17
110	2011-10-31	26.14	15.08	41.22

SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.

2012-05-01 26.14 15.33 41.47

111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)

2011-10-31 26.14 15.08 41.22

2012-05-01 26.14 15.33 41.47

112 QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.

2011-10-31 21.40 13.51 34.91

SPECIAL EQUIPMENT (201 - 204)

201 ARTICULATED HAULER

2011-10-31 30.97 16.60 47.57

2012-05-01 31.12 16.70 47.82

202 BOOM TRUCK

2011-10-31 30.97 16.60 47.57

2012-05-01 31.12 16.70 47.82

203 LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS

2011-10-31 17.19 11.59 28.78

2012-05-01 17.44 12.09 29.53

204 OFF-ROAD TRUCK	2011-10-31	30.97	16.60	47.57
	2012-05-01	31.12	16.70	47.82

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2	2011-10-31	31.82	16.60	48.42
	2012-05-01	31.97	16.70	48.67

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3	2011-10-31	31.27	16.60	47.87
	2012-05-01	31.42	16.70	48.12

309 ASPHALT BITUMINOUS STABILIZER PLANT

310 CABLEWAY

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

316 LOCOMOTIVE CRANE OPERATOR

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)

319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)

320 TANDEM SCRAPER

321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)

322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4

2011-10-31	30.97	16.60	47.57
2012-05-01	31.12	16.70	47.82

323 AIR TRACK ROCK DRILL

324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

325 BACKFILLER OPERATOR

326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)

327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)

328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)

329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS

330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS

331 CHIP HARVESTER AND TREE CUTTER

332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE

333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)

334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)

335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT

336 CURB MACHINE

337 DIRECTIONAL BORING MACHINE

338 DOPE MACHINE (PIPELINE)

339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)

340 DUAL TRACTOR

341 ELEVATING GRADER

342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)

343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)

344 FRONT END, SKID STEER OVER 1 TO 5 C YD

345 GPS REMOTE OPERATING OF EQUIPMENT

346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)

347 HYDRAULIC TREE PLANTER

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

- 349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
- 350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE
- 351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
- 352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
- 353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
- 354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
- 355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
- 356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
- 357 PUGMILL
- 358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)
- 359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
- 360 SCRAPER
- 361 SELF-PROPELLED SOIL STABILIZER
- 362 SLIP FORM (POWER DRIVEN) (PAVING)
- 363 TIE TAMPER AND BALLAST MACHINE
- 364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
- 365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
- 366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)
- 367 TUB GRINDER, MORBARK, OR SIMILAR TYPE
- 368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5

2011-10-31	27.93	16.60	44.53
2012-05-01	28.08	16.70	44.78

- 369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)
- 370 BITUMINOUS ROLLER (UNDER EIGHT TONS)
- 371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)
- 372 FORM TRENCH DIGGER (POWER)
- 373 FRONT END, SKID STEER UP TO 1C YD
- 374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)
- 375 HYDRAULIC LOG SPLITTER
- 376 LOADER (BARBER GREENE OR SIMILAR TYPE)
- 377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

- 378 POWER ACTUATED AUGER AND BORING MACHINE
- 379 POWER ACTUATED JACK
- 380 PUMP (HIGHWAY AND HEAVY ONLY)
- 381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)
- 382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER
- 383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER
- 384 STUMP CHIPPER AND TREE CHIPPER
- 385 TREE FARMER (MACHINE)

GROUP 6	2011-10-31	26.72	16.60	43.32
	2012-05-01	26.87	16.70	43.57
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
388 CONVEYOR (HIGHWAY AND HEAVY ONLY)				
389 DREDGE DECK HAND				
390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)				
393 LEVER PERSON				
394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				

TRUCK DRIVERS

GROUP 1	2011-10-31	26.70	13.65	40.35
	2012-05-01	27.10	13.65	40.75
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				

GROUP 2	2011-10-31	26.15	13.65	39.80
	2012-05-01	26.55	13.65	40.20

604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3

2011-10-31	26.05	13.65	39.70
2012-05-01	26.45	13.65	40.10

605 BITUMINOUS DISTRIBUTOR DRIVER

606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)

607 THREE AXLE UNITS

GROUP 4

2011-10-31	25.80	13.65	39.45
2012-05-01	26.20	13.65	39.85

608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)

609 DUMP PERSON

610 GREASER

611 PILOT CAR DRIVER

612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS

613 TWO AXLE UNIT

614 SLURRY OPERATOR

615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)

616 TRACTOR OPERATOR, UNDER 50 H.P.

SPECIAL CRAFTS

701 HEATING AND FROST INSULATORS	2011-10-31	21.53	14.71	36.24
----------------------------------	------------	-------	-------	-------

702 BOILERMAKERS

FOR RATE CALL 651-284-5091 OR
EMAIL
DLI.PREVIEWWAGE@STATE.MN.US

703 BRICKLAYERS	2011-10-31	28.58	20.66	49.24
	2011-10-31	29.00	21.24	50.24

704 CARPENTERS	2011-10-31	29.72	17.15	46.87
	2012-05-01	30.22	17.15	47.37

705 CARPET LAYERS (LINOLEUM)	2011-10-31	22.58	7.50	30.08
------------------------------	------------	-------	------	-------

706 CEMENT MASONS	2011-10-31	31.83	16.25	48.08
-------------------	------------	-------	-------	-------

	2012-05-01	33.33	16.25	49.58
707 ELECTRICIANS	2011-10-31	30.51	22.49	53.00
708 ELEVATOR CONSTRUCTORS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
709 GLAZIERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
710 LATHERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			
711 GROUND PERSON	2011-10-31	24.15	12.13	36.28
712 IRONWORKERS	2011-10-31	29.14	20.37	49.51
713 LINEMAN	2011-10-31	36.04	15.64	51.68
714 MILLWRIGHT	2011-10-31	30.12	14.65	44.77
715 PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2011-10-31	27.31	14.59	41.90
	2012-05-01	27.91	14.59	42.50
716 PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2011-10-31	29.72	17.15	46.87
717 PIPEFITTERS . STEAMFITTERS	2011-10-31	35.86	16.05	51.91
	2012-05-01	36.61	16.05	52.66
718 PLASTERERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PRE VWAGE@STATE.MN.US</u>			

719 PLUMBERS	2011-10-31	31.49	19.34	50.83
720 ROOFER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
721 SHEET METAL WORKERS	2011-10-31	30.30	20.01	50.31
	2012-05-30	30.80	20.01	50.81
722 SPRINKLER FITTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
723 TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
724 TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
725 TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
726 DRYWALL TAPER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
727 WIRING SYSTEM TECHNICIAN	2011-10-31	32.09	12.39	44.48
728 WIRING SYSTEMS INSTALLER	2011-10-31	22.46	10.61	33.07
729 ASBESTOS ABATEMENT WORKER	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			
730 SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PRE VWAGE@STATE.MN.US			

General Decision Number: MN120105 08/03/2012 MN105

Superseded General Decision Number: MN20100139

State: Minnesota

Construction Type: Heavy

County: St Louis County in Minnesota.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	03/02/2012
2	04/06/2012
3	05/04/2012
4	06/01/2012
5	07/06/2012
6	08/03/2012

BOIL0647-004 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 31.72	24.40

CARP0361-020 07/11/2011

ST LOUIS COUNTY (Southern 1/3 including Cotton, Floodwood, Fond Du Lac, and Proctor)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

CARP0361-021 07/11/2011

ST LOUIS (Duluth)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.47	15.80

CARP0606-010 05/01/2011

ST LOUIS COUNTY (Northeast 2/3 including Cook, Cusson, Ely; and Western part including Chisholm, Greaney, and Orr)

	Rates	Fringes
CARPENTER (Including Form Work).....	\$ 31.07	15.80

ELEC0242-012 06/03/2012

ST. LOUIS (South part bounded on the north by the north line of
Kelsey Township extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 31.27	23.12

* ELEC0294-006 06/03/2012

ST. LOUIS (North part bounded on the south by the south line of
Ellsburg Township, extended east & west)

	Rates	Fringes
ELECTRICIAN.....	\$ 32.63	23.74

ENGI0049-064 05/01/2011

	Rates	Fringes
OPERATOR: Power Equipment		
Group 2.....	\$ 31.82	16.60
Group 3.....	\$ 31.27	16.60
Group 4.....	\$ 30.97	16.60
Group 5.....	\$ 27.93	16.60
Group 6.....	\$ 26.72	16.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline
& Hydraulic Backhoe with shovel-type controls, 3 cubic
yards and over; Grader/Blade finishing earthwork and
bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type
controls up to 3 cubic yards; Loader 5 cu yd and over;
Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing
Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd;
Grader; Pump; Scraper up to 32 cu yd; Farm Tractor with
Backhoe attachment; Skid Steer Loader over 1 cu yd with
Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber
Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler; Self-Propelled Vibrating Packer 35 hp and
over.

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:

UNNELS, SHAFTS, ETC. - \$.25 PREMIUM

UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM

LEVEL C - \$.60 PREMIUM

IRON0512-028 05/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 29.24	21.20

LABO0132-038 05/01/2009

	Rates	Fringes
LABORER Common or General (Natural Gas Pipeline only).....	\$ 16.70	10.49

LABO0563-034 05/01/2011

ST LOUIS (South of T. 55 N)

	Rates	Fringes
LABORERS (1) Common or General.....	\$ 27.64	12.94
(2) Mason Tender Cement/Concrete.....	\$ 27.84	12.94
(6) Pipe Layer.....	\$ 29.64	12.94

LABO0563-035 05/01/2011

ST LOUIS (North of T. 55 N)

	Rates	Fringes
LABORERS (1) Common or General.....	\$ 26.64	13.94
(2) Mason Tender Cement/Concrete.....	\$ 26.84	13.94
(6) Pipe Layer.....	\$ 28.64	13.94

PLAS0633-036 05/01/2012

ST. LOUIS COUNTY (North of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.71	14.64

PLAS0633-039 05/01/2012

ST. LOUIS COUNTY (South of T 55N)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.78	16.80

SUMN2009-072 09/28/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 12.88	4.61

TEAM0160-018 05/01/2011

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..	\$ 26.70	13.65
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 26.15	13.65
(3) Tandem Axles; & Single Axles.....	\$ 26.05	13.65

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union
classification and rate have found to be prevailing for that
classification. Example: PLUM0198-005 07/01/2011. The
first four letters , PLUM, indicate the international union and
the four-digit number, 0198, that follows indicates the local

union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

State of Minnesota

Region 1 -- minimum truck rental rates

The operating costs were determined by survey on a statewide basis. The operating cost for "four or more axle units, straight body trucks" is determined to be \$51.58 an hour. The operating cost for "three axle units" is determined to be \$37.35 an hour. The operating cost for "tractor only" is determined to be \$41.43 an hour. The operating cost for "tractor trailers" is determined to be \$52.89 an hour.

Adding the prevailing wage for drivers of these four types of trucks from each of the state's 10 highway and heavy construction areas to the operating costs, the minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows.

Minimum hourly truck rental rates

Region 1	Tractor trailer	4 or more axle	3 axle	Tractor only
May 1, 2012	\$93.64	\$91.78	\$77.45	\$82.18

Minnesota Department of Labor and Industry
443 Lafayette Road N., St. Paul, MN 55155

Phone: (651) 284-5070 (Labor Standards), (651) 284-5091 (prevailing wage) or 1-800-DIAL-DLI (1-800-342-5354); TTY: (651) 297-4198

Send email messages to Labor Standards at dli.laborstandards@state.mn.us.

Send email messages about prevailing wage to dli.prevwage@state.mn.us.

City of Duluth

Indemnification & Insurance Requirements

(Updated February 16, 2011)

(Please Be Sure These Requirements Can Be Met Before Submitting Your Response)

INDEMNIFICATION CLAUSE

The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.

- (1) Worker's compensation in accordance with the laws of the state of Minnesota.
- (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,00** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
- (5) **The use of an “Acord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
- d. The City shall be named as an additional insured on each liability policy other than the workers’ compensation policies of the Contractor.
- e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.
- f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

Procedure verified by:

Don Douglas, Claims Adjuster
Duluth City Attorney’s Office

Date _____

PRE-2004 CG 2010

- A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Schedule	
Person or Organization (Name and Address)	Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth, MN 55802	30

PROJECT LABOR AGREEMENT

NO STRIKE, NO LOCKOUT

PUBLIC SECTOR

CITY OF DULUTH

&

(Name of Contractor)

Project Name: Chester Park Ski Trail Bridge 1

City Project #: 1170

INDEX	
AGREEMENT	1
ARTICLE I PURPOSE	2
ARTICLE II SCOPE OF THE AGREEMENT	2
ARTICLE III UNION RECOGNITION AND REPRESENTATION	4
ARTICLE IV LABOR HARMONY CLAUSE	5
ARTICLE V WORK STOPPAGES AND LOCKOUTS	6
ARTICLE VI DISPUTES AND GRIEVANCES	6
ARTICLE VII JURISDICTIONAL DISPUTES	6
ARTICLE VIII NO DISCRIMINATION	7
ARTICLE IX SAVINGS AND SEPARABILITY	7
ARTICLE X DURATION OF THE AGREEMENT	7
SCHEDULE “A”	10

AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement"), is entered into effective the _____ day of _____, 20__, by and between the various contractors engaged in the construction of facilities to be known as the (Project). The parties to this Agreement are the Building and Construction Trades Council, on behalf of its affiliated Local Unions (hereinafter "Union" or "Unions"), the City of Duluth (hereinafter "Owner") and Contractor (hereinafter "Construction Manager/General Manager," "Contractor," and "Contractors").

It is understood by the parties to this Agreement that it is the policy of the Owner that the construction work covered by this Agreement shall be contracted to Contractors who agree to be bound by the terms of this Agreement. Therefore, the Union agrees that other Contractors may execute the Agreement for the purpose of covering that work. The Construction Manager/General Contractor shall monitor compliance with this Agreement by all Contractors who through their execution of this Agreement, together with their subcontractors, have become bound hereto.

The term "Contractor" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The Union and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement with respect to the administration of the Agreement by the Owner and the performance of the construction by the Contractor of the Project. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement shall be binding on any other party unless endorsed in writing by the Project Contractor.

ARTICLE I - PURPOSE

The (Project), an undertaking of the Owner, is a public project which will employ numbers of skilled and unskilled workers. Construction of the Project will entail utilization of the construction industry in an area having multiple labor contracts and employer associations. Consequently, conflicts within labor-management relations could cause delay or disruption of the efficient completion of the project unless maximum cooperation of all segments of the construction industry is obtained. This Agreement is to establish as the minimum standards on the Project the hours and working conditions as those prevailing for the largest number of workers engaged in the same classes of work within the area.

It is in the public interest that the Project progress and be completed in an expeditious and efficient manner, free of disruption or delay of any kind. Therefore, it is essential to secure optimum productivity and to eliminate any delays in the work. In recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Therefore, the Unions agree not to engage in any strike, slowdown or interruption of work and the Contractor agrees not to engage in any lockout.

ARTICLE II - SCOPE OF THE AGREEMENT

Section 1. This Agreement, hereinafter designated as the "Project Labor Agreement" or "Agreement," shall apply and is limited to all construction work included in all Bid Categories for the (Project), under the direction of the signatory Contractors and performed by those Contractor(s) of whatever tier which have contracts awarded for such work on and after the effective date of this Agreement with regard to the Project.

Such Project is generally described as the construction of:
(Project)

Section 2. It is agreed that all direct subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of the Project Labor Agreement.

Section 3. The provisions of this Project Labor Agreement shall apply to all craft employees represented by any Union listed in Schedule A hereto attached and shall not apply to other field personnel or managerial or supervisory employees as defined by the National Labor Relations Act.

Section 4. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A.

Section 5. The Contractors agree to pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A.

Contractors that are not signatory to a collective bargaining agreement beyond the scope of this Agreement ("PLA contractor") may select to participate in the legally established industry health reimbursement arrangement ("HRA") plan, in lieu of contributing to the respective bona fide benefit funds as designated in Schedule A. The amount of the contribution is based on the difference between the contribution amount of the bona fide Schedule A benefit funds and the cost of the PLA contractor's bona fide non-discretionary plans. Contributions must be made on behalf of named employees. Participating contractors will submit to the Trustees of the HRA trust and plan a copy of their plan, summary plan description, and the premium structure for workers covered under the PLA contractor's bona fide, non-discretionary plans. The value of the PLA contractor's benefit plans are subject to confirmation by the Trustees of the HRA trust and plan. This may include an independent audit according to a policy as established by the Trustees. Contractors are required to submit certified payroll reports to the Trustees or authorized administrator in order to confirm compliance with the terms of the HRA trust and plan.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements (or in lieu thereof, the aforementioned HRA plan and trust including any policies) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 6. In the event of any conflict between any provisions of this Agreement and in the Local Area Agreements, the terms of this Agreement will be applied. In other words, where a

subject covered by the provisions of this Project Labor Agreement is also covered by the Local Area Agreement the provisions of this Project Labor Agreement shall prevail. Where a subject is covered by the Local Area Agreement and not covered by this Project Labor Agreement, the Local Area Agreement provisions shall prevail.

Section 7. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 8. This Agreement shall be limited to work historically recognized as construction work. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may occur in or around the Project site or be associated with the development of the Project, or with the ongoing operations of the Owner.

Section 9. It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among Owner and any Contractor.

Section 10. All workers delivering fill, sand, gravel, crushed rock, transit/concrete mix, asphalt or other similar materials and all workers removing any materials from the construction site as required by the specifications are subject to the provisions of the Minnesota state prevailing wage law and are entitled to the appropriate area standard wage. For purposes of this contract, such materials are for specified future use and per Minnesota state prevailing wage law delivery and pickup of the above-listed materials constitutes incorporation.

ARTICLE III - UNION RECOGNITION AND REPRESENTATION

Section 1. The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement.

Section 2. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with the posted visitor and security and safety rules of the Project.

ARTICLE IV - LABOR HARMONY CLAUSE

The contractor shall furnish labor that can work in harmony with all other elements of labor employed on that (Project) and shall submit a labor harmony plan to demonstrate how this will be done. "Harmony" shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the (project). The labor harmony plan should include the company's labor management policies, collective bargaining agreements if any and their expiration dates, past labor relations history, a listing of activities anticipated under this contract that may potentially cause friction with on-site workers, and procedures the company will undertake to eliminate this friction.

The contractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in the paragraph above, in every lower-tier subcontract let for work under this contract.

The requirement to provide labor that can work in harmony with all other elements of labor employed in the work throughout the contract performance is a material element of this contract. Failure by the contractor or any of its lower tier subcontractors to comply with this requirement shall be deemed a material breach of the contract which will subject the contractor to all rights and remedies the city of Duluth may have, including without limitation the right to terminate the contract.

ARTICLE V - WORK STOPPAGES AND LOCKOUTS

Section 1. There shall be no strike, picketing, work stoppages, slowdowns or other disruptive, activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. Any party alleging a breach of Section 1, of Article IV shall have the right to petition a court for temporary and permanent injunctive relief. The moving party need not show the existence of irreparable harm, and shall be required to post bond only to secure payment of court costs and attorney fees as may be awarded by the court.

ARTICLE VI - DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. The Construction Manager/General Contractor and the Building and Construction Trades Council shall each assign a representative to this Project for the purpose of assisting the Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

Each Contractor shall hold a pre-job conference with the Union and Construction Manager/General Contractor to clear up any project question and work assignments in which there is thought to be a difference in opinion. Every effort will be made to hold such conference well in advance of actual work performance.

Section 2. The Contractor, Union, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes over grievances in accordance with the arbitration provisions set forth in the Local Area Agreements in effect with the Unions listed in Schedule A attached hereto.

ARTICLE VII - JURISDICTIONAL DISPUTES

Section 1. There will be no strikes, work stoppages, slowdowns, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor.

Section 2. Building construction work shall be assigned by the Contractor in accordance with the procedural rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the "Plan"). Any jurisdictional dispute over the Contractor's assignment of work shall be settled in accordance with the provisions of the Plan.

Section 3. Where a jurisdictional dispute involves the International Brotherhood of Teamsters, it shall be referred for resolution to that International Union and the disputing International Union. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor. The assignments made by the Contractor shall be followed until such time as the dispute is resolved in accordance with this Section.

ARTICLE VIII - NO DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of his or her membership or nonmembership in a Union or based upon race, color, religion, sex, national origin or age in any manner prohibited by law or regulation.

Section 2. Any complaints regarding application of the provisions of Section 1, should be brought to the immediate attention of the involved Contractor for consideration and resolution.

Section 3. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE IX - SAVINGS AND SEPARABILITY

It is not the intention of the parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the contractor and Union agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE X - DURATION OF THE AGREEMENT

The Project Labor Agreement shall be effective the _____ day of _____, 20__ and shall continue in effect for the duration of the Project construction work described in Article II hereof Construction of any phase, portion, section or segment of the project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the Owner's representative.

Since there are provisions herein for no strikes or lockouts in the event any changes are negotiated and implemented under a Local Area Agreement during the term of this Agreement, the Contractor agrees that, except as specified herein, such changes shall be recognized and shall apply retroactively to the termination date in the particular Local Agreement involved.

Each Contractor which has a Local Agreement with a Union at the time that its contract at the project commences shall continue it in effect with each said Union so long as the Contractor remains on the project. In the event any such Local Area Agreement expires, the Contractor shall abide by all of the terms of the expired Local Agreement until agreement is reached on a new Local Agreement, with any changes being subject to the provisions of this Agreement.

The Union agrees that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity affecting the Project by any Union involved in the negotiation of a Local Area Agreement nor shall there be any lockout on this Project affecting the Union during the course of such negotiations.

IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year above written.

DULUTH BUILDING AND CONSTRUCTION
TRADES COUNCIL

CONTRACTOR

By: _____

By: _____

Its _____
(Printed Name/Title)

Its _____
(Printed Name/Title)

Date: _____

Date: _____

CITY OF DULUTH

By: _____
Mayor

Attest:

City Clerk

Date: _____

City Auditor

Date: _____

Assistant City Attorney

Date: _____

SCHEDULE "A"

- A1 Asbestos Workers Local 49
- A-2 Boilermakers Local 647
- A-3 BAC Local 1 Chapter 3 Duluth & Iron Range
- A-4 Carpenters Local 361
- A-5 Cements Masons/Plasterers Local 633
- A-6 Elevator Constructors Local 9
- A-7 IBEW Local 242
- A-8 Iron Workers Local 512
- A-9 Laborers Local 1091
- A-10 Millwrights & Machinery Erectors Local 1348
- A-11 Operating Engineers Local 49
- A-12 Painters & Allied Trades Local 106
- A-13 Plumbers & Fitters Local 11
- A-14 Roofers Local 96
- A-15 Sheet Metal Workers Local 10
- A-16 Sprinkler Fitters Local 669
- A-17 Teamsters Local 346



REQUEST FOR BID
DATE 10/18/2012
BID # 12-0616

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 CITY HALL
Duluth, MN 55802
Dennis Sears
PHONE: 218-730-5340
FAX: 218-730-5921

CHESTER PARK SKI TRAIL BRIDGE 1

BID OPENING AT 2:00 P.M. on THURSDAY NOVEMBER 8, 2012

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Sales tax is not to be included in the unit price. Bidder to state freight charges if the proposal F.O.B. is shipping point, freight not allowed. Low bid will not be the only consideration for award of bid. All pages shall be signed or initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSURANCE CERTIFICATE required per attached requirements.

Designated F.O.B. Point:

Engineering Division

Tax:

Federal Excise Tax Exemption

Jobsite(s)

Account No. 41-74-0056 K

Vendor Email Address: _____ FREIGHT CHARGE \$ _____

NAME: _____

TOTAL BID PRICE \$ _____

ADDR1: _____

TO INCLUDE ANY ADDITIONAL PAGES.

ADDR2: _____

ADDR3: _____

BY: _____

PAYMENT TERMS \$ _____

(Print)

(Title)

F.O.B. POINT \$ _____

DELIVERY DATE \$ _____

(Signature)

(Tele. #)

The City of Duluth is an Equal Opportunity Employer.

CITY OF DULUTH

DATE: 10/18/2012
BID #: 12-0616

*****SCHEDULE OF PRICES*****

City Project 1170
Bid No. 12-0616

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Unit Price	Total Price
001		1	Each	Exhibit A (Must Be Returned With The Bid)	\$ _____	\$ _____
						TOTAL \$ _____

ADDENDUM RECEIPT ACKNOWLEDGEMENTS:

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

TOTAL BID IN WORDS:

CONTRACTOR NAME:

THE CONTRACTOR AGREES TO ALL OF THE
PROVISIONS CONTAINED IN THE CONTRACT
DOCUMENTS. ENCLOSED HERewith FIND A
CERTIFIED CHECK OR BID BOND IN THE
AMOUNT OF AT LEAST 5% OF THE AMOUNT OF
PROPOSAL MADE PAYABLE TO THE CITY OF
DULUTH AS A PROPOSAL GUARANTEE WHICH IT
(see additional page(s))

(Initial)

DATE: 10/18/2012
BID #: 12-0616

I:\PWU\ENGINEER\PROJECTS\2012\1170_Chester_Pk_Ski_Trail_Bridge 1\Bid Documents\1170 Page 3 for Bids

C I T Y O F D U L U T H

DATE: 10/18/2012
BID #: 12-0616

SUBSCRIBED AND SWORN TO BEFORE ME THIS

DAY OF A.D.,

NOTARY PUBLIC

IMPORTANT NOTE BIDDERS:
PLEASE DISREGARD THE NOTE ON PAGE 1
REGARDING SALES TAX FOR THIS BID. ALL
APPLICABLE SALES AND/OR USE TAXES ARE
TO BE INCLUDED IN BID PRICING. ALSO,
ALL BIDS ARE TO BE F.O.B. JOBSITE.
THE BLANK ON PAGE ONE FOR FREIGHT IS TO
TO BE LEFT BLANK.

A NON-MANDATORY PRE-BID MEETING WILL BE OCTOBER 29TH, 2012 AT 2:00 P.M., MEETING
LOCATION WILL BE OUTSIDE OF THE CHESTER PARK SKI CHALET. THIS WILL BE YOUR BEST
OPPORTUNITY TO VISIT THE SITE AND DISCUSS THE PROJECT WITH THE ENGINEER.

Delivery Contact: Howard Smith, P.E.
Engineering
218-730-5092

(Initial)

Bid # 12-0616 Project # 1170
Chester Park Ski Trail Bridge 1

Initial

EXHIBIT A

Item No.	Spec. No.	Description	Unit	Est. Qty	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2100.601	PEDESTRIAN BRIDGE (SUPER STRUCTURE)	LUMP SUM	1		
3	2401.501	STRUCTURAL CONCRETE (1A43)	CU YD	10		
4	2401.501	STRUCTURAL CONCRETE (3Y43)	CU YD	35		
5	2401.541	REINFORCEMENT BARS	POUND	3850		
6	2401.601	STRUCTURE EXCAVATION	LUMP SUM	1		
7	2401.601	SLOPE PREPARATION	LUMP SUM	1		
8	2402.521	STRUCTURAL STEEL (3306)	POUND	30		
9	2442.501	REMOVE BRIDGE	LUMP SUM	1		
10	2511.501	RANDOM RIPRAP CLASS III	CU YD	26		
11	2511.511	GRANULAR FILTER	CU YD	6		
12	2545.601	TEMPORARY POWER DISCONNECTION	LUMP SUM	1		
13	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
14	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1		
15	2575.555	TURF ESTABLISHMENT	LUMP SUM	1		

GRAND TOTAL:

Initial

Appendix A:
Geotechnical Evaluation Report

Geotechnical Evaluation Report

Proposed Pedestrian Bridge
Chester Park – Middle Bridge
Duluth, Minnesota

Prepared for

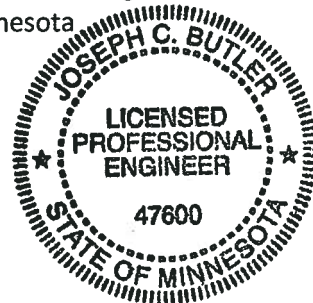
SEH, Inc.

Professional Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota



Joseph C. Butler, PE
Project Engineer
License Number: 47600
October 11, 2012



Project DU-12-05694

Braun Intertec Corporation

October 11, 2012

Project DU-12-05694

Matthew Bolf, PE
SEH, Inc.
418 West Superior Street
Duluth, MN 55802

Re: Geotechnical Evaluation
Proposed Pedestrian Bridge
Chester Park – Middle Bridge
Duluth, Minnesota

Dear Mr. Bolf:

We are pleased to present this Geotechnical Evaluation Report for the proposed bridge planned in Chester Park. A summary of our results, and a summary of our recommendations in light of the geotechnical issues influencing design and construction, is presented below. More detailed information and recommendations follow.

Summary of Results

One boring was completed for the project. The boring encountered organic silty sand with wood to a depth of about 4 1/2 feet. This material appeared to be alluvium (material placed by moving water).

Non organic silty sand alluvium was encountered below the organic silty sand. Penetration resistances in this material were 24 blows per foot (BPF) and 50 blows for 2 inches of drive. The later appeared to be caused by cobbles.

Below the alluvial deposits, the boring encountered silty sand glacial till to a depth of 15 feet where auger refusal was encountered. Penetration resistances in the glacial till were 59 BPF and 95 blows for 9 inches of drive, indicating they were very dense.

Auger refusal can be caused by bedrock, hardpan, cobbles, or boulders. Based on the drilling action of the auger and the experience of our crew chief, we anticipate the refusal was caused by bedrock. Coring would be required for positive identification.

Groundwater was measured or estimated to be down approximately 3 feet as our boring was advanced, corresponding to an elevation of 1105 1/2. We would expect the groundwater level to correspond closely with the water surface of the creek.

Summary of Recommendations

The geologic materials present below a depth of 4 1/2 feet generally appear suitable for support of conventional spread footings. However, the silty sand soils encountered in the borings are considered

highly scourable. We recommend scour be analyzed and the culvert footing/wall design take scour into account. We recommend scour protection be provided. Also, the silty sand soils encountered in the borings should be considered highly frost susceptible. We recommend frost protection be provided for all spread footings.

Dewatering of the footing excavations will be required. Also, sub excavation of the footing subgrades and replacement with 1 1/2 inch "rock" may be necessary depending on the stability of the exposed silty sands.

Remarks

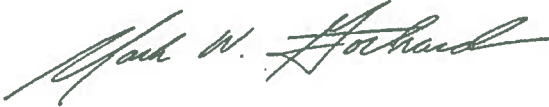
Thank you for making Braun Intertec your geotechnical consultant for this project. If you have questions about this report, or if there are other services that we can provide in support of our work to date, please contact Joe Butler at 218.624.4967 or jbutler@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Joseph C. Butler, PE
Associate Principal / Project Engineer



Mark W. Gothard, PE
Principal Engineer

Table of Contents

Description	Page
A. Introduction.....	1
A.1. Project Description	1
A.2. Purpose.....	1
A.3. Scope of Services.....	1
A.4. Boring Location and Ground Surface Elevation	1
B. Results	2
B.1. Exploration Log.....	2
B.1.a. Log of Boring Sheet	2
B.1.b. Geologic Origins	2
B.2. Geologic Profile	2
B.2.a. Geologic Materials	2
B.2.b. Groundwater	3
C. Basis for Recommendations.....	3
C.1. Design Details	3
C.1.a. Bridge Configuration	3
C.1.b. Abutment Loads and Grades.....	3
C.1.c. Precautions Regarding Changed Information	3
C.2. Design and Construction Considerations	4
D. Recommendations	4
D.1. Spread Footings.....	4
D.1.a. Embedment Depth	4
D.1.b. Excavation Dewatering.....	4
D.1.c. Subgrade Improvement	4
D.1.d. Net Allowable Bearing Pressure	4
D.1.e. Settlement.....	5
D.2. Abutment	5
D.2.a. Drainage Control	5
D.2.b. Selection, Placement and Compaction of Backfill.....	5
D.2.c. Configuring and Resisting Lateral Loads.....	5
E. Construction	6
E.1. Construction Observations and Testing	6
E.1.a. Observations	6
E.1.b. Materials Testing.....	6
E.1.c. Cold Weather Precautions	7
E.2. Excavation Safety	7
F. Procedures.....	7
F.1. Penetration Test Boring	7
F.2. Material Classification and Testing	7

Table of Contents (continued)

Description	Page
F.2.a. Visual and Manual Classification	7
F.3. Groundwater Measurements	7
G. Qualifications	8
G.1. Variations in Subsurface Conditions	8
G.1.a. Material Strata	8
G.1.b. Groundwater Levels	8
G.2. Continuity of Professional Responsibility	8
G.2.a. Plan Review	8
G.2.b. Construction Observations and Testing	8
G.3. Use of Report	9
G.4. Standard of Care	9

Appendix

Boring Location Sketch
Log of Boring Sheet ST-1
Descriptive Terminology

A. Introduction

A.1. Project Description

The City of Duluth is planning a new bridge in Chester Park. The bridge will carry pedestrian traffic over Chester Creek. The bridge also accommodates cross country ski traffic and a groomer. The bridge is referred to as the Middle Bridge because there are two additional bridge projects currently planned.

A.2. Purpose

The purpose of a geotechnical evaluation is to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the proposed bridge abutments.

A.3. Scope of Services

Our scope of services for this project was originally submitted as a verbal Proposal to Matt Bolf, PE of SEH, Inc. We subsequently submitted a cost estimate to Mr. Bolf. We received authorization to proceed from Mr. Bolf on September 27, 2012. Tasks performed in accordance with our authorized scope of services included:

- Performing a reconnaissance of the site to evaluate equipment access to exploration locations.
- Staking and clearing the exploration location of underground utilities.
- Performing one penetration test boring to 20 feet or refusal on apparent bedrock.
- Preparing this report containing a boring location sketch, exploration log, and a summary of the geologic materials encountered, and recommendations for abutment subgrade preparation and the design of the proposed abutments.

Our scope of services was performed under the terms of our Master Services Agreement between SEH and Braun Intertec Corporation.

A.4. Boring Location and Ground Surface Elevation

The boring was staked in the field by Mr. Bolf. The drilled location is shown on the boring location sketch in the appendix of this report. The ground surface elevation at the boring location was referenced to a benchmark provided by SEH, Inc.

B. Results

B.1. Exploration Log

B.1.a. Log of Boring Sheet

A Log of Boring sheet for our penetration test boring is included in the Appendix. The log identifies and describes the geologic materials that were penetrated, and present the results of penetration resistance and other in-situ tests performed within them and groundwater measurements.

Strata boundaries were inferred from changes in the penetration test samples and the auger cuttings. Because sampling was not performed continuously, the strata boundary depths are only approximate. The boundary depths likely vary away from the boring location, and the boundaries themselves may also occur as gradual rather than abrupt transitions.

B.1.b. Geologic Origins

Geologic origins assigned to the materials shown on the log and referenced within this report were based on: (1) a review of the background information and reference documents cited above, (2) visual classification of the various geologic material samples retrieved during the course of our subsurface exploration, (3) penetration resistance and other in-situ testing performed for the project, and (4) available common knowledge of the geologic processes and environments that have impacted the site and surrounding area in the past.

B.2. Geologic Profile

B.2.a. Geologic Materials

One boring was completed for the project. The boring encountered organic silty sand with wood to a depth of about 4 1/2 feet. This material appeared to be alluvium (material placed by moving water).

Non organic silty sand alluvium was encountered below the organic silty sand. Penetration resistances in this material were 24 blows per foot (BPF) and 50 blows for 2 inches of drive. The later appeared to be

caused by cobbles.

Below the alluvial deposits, the boring encountered silty sand glacial till to a depth of 15 feet where auger refusal was encountered. Penetration resistances in the glacial till were 59 BPF and 95 blows for 9 inches of drive, indicating they were very dense.

Auger refusal can be caused by bedrock, hardpan, cobbles, or boulders. Based on the drilling action of the auger and the experience of our crew chief, we anticipate the refusal was caused by bedrock. Coring would be required for positive identification.

B.2.b. Groundwater

Groundwater was measured or estimated to be down approximately 3 feet as our boring was advanced, corresponding to an elevation of 1105 1/2. However, in silty and clayey soils, it may take hours or days for ground water to rise to its hydrostatic elevation in an open borehole. We would expect the groundwater level to correspond closely with the water surface of the creek.

Seasonal and annual fluctuations of groundwater should also be anticipated.

C. Basis for Recommendations

C.1. Design Details

C.1.a. Bridge Configuration

The proposed bridge will be a 50 feet by 16 1/2 feet prefabricated steel structure. The design team has requested that the proposed abutments be supported by shallow spread footings.

C.1.b. Abutment Loads and Grades

We have assumed that abutment loads associated with the bridge will be less than 10 kips per lineal foot (klf). We have also assumed grades adjacent to the abutment will remain within 2 feet of existing grades.

C.1.c. Precautions Regarding Changed Information

We have attempted to describe our understanding of the proposed construction to the extent it was reported to us by others. Depending on the extent of available information, assumptions may have been made based on our experience with similar projects. If we have not correctly recorded or interpreted the project details, we should be notified. New or changed information could require additional evaluation,

analyses and/or recommendations.

C.2. Design and Construction Considerations

The geologic materials present below a depth of 4 1/2 feet generally appear suitable for support of conventional spread footings. However, the silty sand soils encountered in the borings are considered highly scourable. We recommend scour be analyzed and the culvert footing/wall design take scour into account. We recommend scour protection be provided. Also, the silty sand soils encountered in the boring should be considered highly frost susceptible. We recommend frost protection be provided for all spread footings.

Dewatering of the footing excavations will be required. Also, sub excavation of the footing subgrades and replacement with 1 1/2 inch "rock" may be necessary depending on the stability of the exposed silty sands.

D. Recommendations

D.1. Spread Footings

D.1.a. Embedment Depth

For frost and scour protection, we recommend embedding footings 72 inches below the channel bottom.

D.1.b. Excavation Dewatering

Excavations will penetrate the groundwater surface at depths approximately equal to the surface water elevation in the creek. Dewatering will be required to facilitate an evaluation of the geologic materials exposed in the excavation sides and bottoms, and the placement and compaction of backfill.

D.1.c. Subgrade Improvement

The silty sands encountered at bottom of footing elevation may be wet, depending on groundwater conditions at the time of construction. If wet, these soils will become disturbed and unstable if walked upon during construction. To facilitate placement of forms and reinforcement, it may be necessary to over excavate the wet silty sands to a depth of 2 feet and replace them with 1 1/2-inch stone.

D.1.d. Net Allowable Bearing Pressure

We recommend sizing spread footings to exert a net allowable bearing pressure of 4,000 pounds per

square foot (psf), including all transient loads. This value includes a safety factor of at least 3.0 with regard to bearing capacity failure.

D.1.e. Settlement

We estimate that total and differential settlements among the footings will amount to less than 1 and 1/2 inch, respectively, under the assumed loads.

D.2. Abutment

D.2.a. Drainage Control

We recommend installing subdrains behind the abutment walls, adjacent to the footings. Preferably the subdrains should consist of perforated pipes embedded in washed gravel, which in turn is wrapped in filter fabric. Perforated pipes encased in a filter "sock" and embedded in washed gravel, however, may also be considered. The pipes should then be "daylighted."

D.2.b. Selection, Placement and Compaction of Backfill

Unless a drainage composite is placed against the backs of the abutment walls, we recommend that backfill placed within 2 horizontal feet of those walls consist of sand having less than 50 percent of the particles by weight passing a #40 sieve and less than 5 percent of the particles by weight passing a #200 sieve. Sand meeting this gradation will likely need to be imported. We recommend that the balance of the backfill placed against exterior perimeter walls also consist of sand, though it is our opinion that the sand may contain up to 20 percent of the particles by weight passing a #200 sieve.

Because subsurface conditions do not favor the accumulation of water against interior below-grade walls, it is our opinion that those walls may be backfilled exclusively with sand containing up to 20 percent of the particles by weight passing a #200 sieve.

We recommend a walk behind compactor be used to compact the backfill placed within about 5 feet of the abutment walls. Further away than that, a self-propelled compactor can be used.

D.2.c. Configuring and Resisting Lateral Loads

Below-grade wall design can be based on active earth pressure conditions if the walls are allowed to rotate slightly. If rotation cannot be tolerated, then design should be based on at-rest earth pressure conditions. Rotation up to 0.002 times the wall height is generally required to mobilize active earth pressures when walls are backfilled with sand. For the active case, we recommend designing for an equivalent fluid pressure of 50 pounds per square foot per foot of depth (pcf). For the at-rest case, we recommend designing for an equivalent fluid pressure of 70 pcf.

Our recommended design values are based on a wet unit backfill weight for sand of 125 pcf, an internal friction angle of 25 degrees, and assume a level backfill with no surcharge. Our design values will need to be revised for sloping backfill or other dead or live loads that are placed within a horizontal distance behind the walls that is equal to the height of the walls. Our design values also assume that the walls are drained so that water cannot accumulate behind the walls.

Resistance to lateral earth pressures will be provided by passive resistance against the retaining wall footings, and by sliding resistance along the bottoms of the wall footings. We recommend assuming a passive pressure equal to 250 pcf and a sliding coefficient equal to 0.5. These values are un-factored.

E. Construction

E.1. Construction Observations and Testing

E.1.a. Observations

We recommend close observations be made by a geotechnical engineer or a Mn/DOT-certified grading and base (soils) technician on the subgrade soils prior to the placement of fills or pavements.

The engineer or technician should verify that the soils are similar to those found in the soil borings and that they are suitable for support of the proposed construction.

E.1.b. Materials Testing

We recommend Mn/DOT's current *Schedule of Materials Control* be followed regarding the materials certification for the project. However, we recommend a significant amount of additional density testing and moisture contents be performed. Specifically, we recommend performing one relative density test for every 100 cubic yards of fill placed, except in areas of shallow fill placement over the existing embankment and in utility trenches. The additional testing should help reduce the risk of differential fill settlement at abutments, walls, and deep utility trenches. We recommend attempting to gain permission from Mn/DOT to use nuclear density gauges instead of sand cones, or as a supplement, as nuclear density tests will reduce the costs of performing a lot more compaction testing.

E.1.c. Cold Weather Precautions

All snow and ice should be removed from areas to be filled or built upon. No backfill or fill should be placed on frozen subgrades. No frozen materials should be used as backfill or fill. Concrete delivered to the site should meet the temperature requirements of ASTM Test Method C 94. Concrete should not be placed on frozen subgrades, and should be protected from freezing until the necessary strength is attained.

E.2. Excavation Safety

All excavations must comply with the requirements of OSHA 29 CFR, Part 1926, Subpart P, "Excavations and Trenches." This document states that excavation safety is the responsibility of the contractor. Reference to these OSHA requirements should be included in the project specifications.

F. Procedures

F.1. Penetration Test Boring

The penetration test boring was drilled with an all terrain carrier-mounted core and auger drill equipped with hollow-stem auger. The boring was performed in accordance with ASTM D 1586. Penetration test samples were taken at 2 1/2- or 5-foot intervals. Actual sample intervals and corresponding depths are shown on the boring log.

F.2. Material Classification and Testing

F.2.a. Visual and Manual Classification

The geologic materials encountered were visually and manually classified in accordance with ASTM Standard Practice D 2488. A chart explaining the classification system is attached. Samples were placed in jars or bags and returned to our facility for review and storage.

F.3. Groundwater Measurements

The drillers checked for groundwater as the penetration test boring was advanced, and again after auger withdrawal. The borehole was then backfilled or allowed to remain open for an extended period of observation as noted on the boring log.

G. Qualifications

G.1. Variations in Subsurface Conditions

G.1.a. Material Strata

Our evaluation, analyses and recommendations were developed from a limited amount of site and subsurface information. It is not standard engineering practice to retrieve material samples from exploration locations continuously with depth, and therefore strata boundaries and thicknesses must be inferred to some extent. Strata boundaries may also be gradual transitions, and can be expected to vary in depth, elevation and thickness away from the exploration locations.

Variations in subsurface conditions present between exploration locations may not be revealed until additional exploration work is completed, or construction commences. If any such variations are revealed, our recommendations should be re-evaluated. Such variations could increase construction costs, and a contingency should be provided to accommodate them.

G.1.b. Groundwater Levels

Groundwater measurements were made under the conditions reported herein and shown on the exploration log, and interpreted in the text of this report. It should be noted that the observation periods were relatively short, and groundwater can be expected to fluctuate in response to rainfall, flooding, irrigation, seasonal freezing and thawing, surface drainage modifications and other seasonal and annual factors.

G.2. Continuity of Professional Responsibility

G.2.a. Plan Review

This report is based on a limited amount of information, and a number of assumptions were necessary to help us develop our recommendations. It is recommended that our firm review the geotechnical aspects of the designs and specifications, and evaluate whether the design is as expected, if any design changes have affected the validity of our recommendations, and if our recommendations have been correctly interpreted and implemented in the designs and specifications.

G.2.b. Construction Observations and Testing

It is recommended that we be retained to perform observations and tests during construction. This will allow correlation of the subsurface conditions encountered during construction with those encountered by the borings, and provide continuity of professional responsibility.

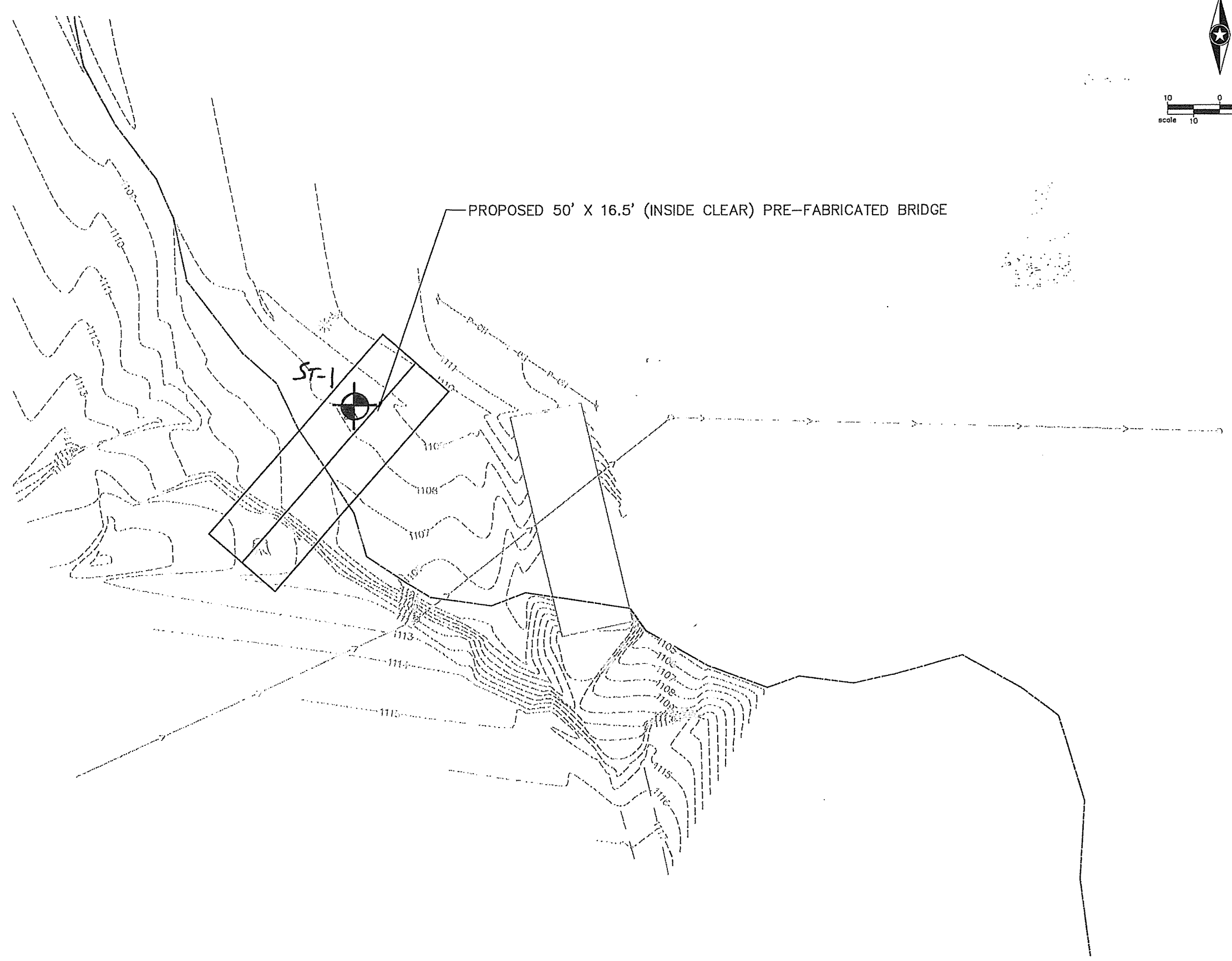
G.3. Use of Report

This report is for the exclusive use of the parties to which it has been addressed. Without written approval, we assume no responsibility to other parties regarding this report. Our evaluation, analyses and recommendations may not be appropriate for other parties or projects.

G.4. Standard of Care

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

Appendix

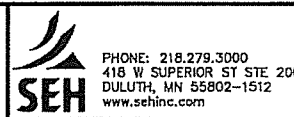


DRAWN BY: _____				
DESIGNER: _____				
CHECKED BY: _____				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MISSISSAUGA.

Name, P.E. _____

Date: ____/____/____ Lic. No. ____



DULUTH,
MINNESOTA

BRIDGE ALIGNMENT
CHESTER PARK MIDDLE BRIDGE

FILE NO.
DULUT 121822

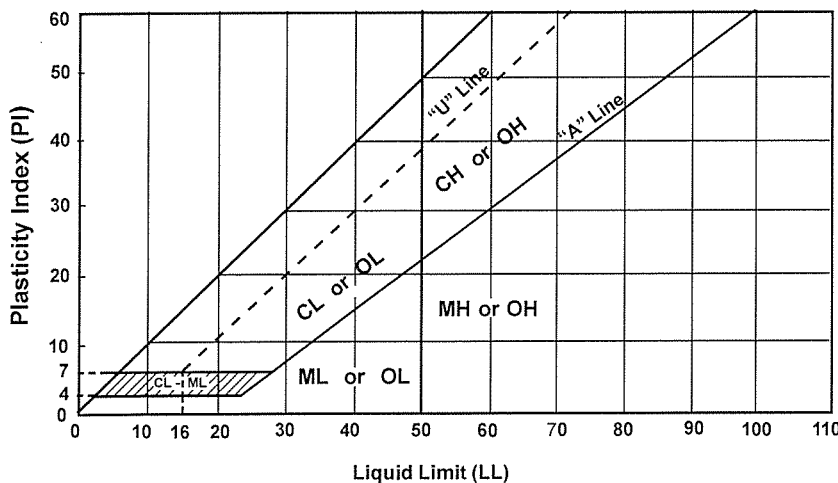
(See Descriptive Terminology sheet for explanation of abbreviations)

LOG OF BORING N:\GINT\PROJECTS\DULUTH\2012\05694.GPJ BRAUN_V8_CURRENT.GDT 10/10/12 14:37

Braun Project DU-12-05694 Geotechnical Evaluation Proposed Pedestrian Bridge Chester Park - Middle Bridge Duluth, Minnesota					BORING: ST-01 LOCATION: See attached sketch.	
DRILLER: M. Heinzen		METHOD: 3 1/4" HSA, Autohammer		DATE: 9/27/12	SCALE: 1" = 4'	
Elev. feet	Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2908)	BPF	WL	Tests or Notes
1108.5	0.0	SM	SILTY SAND, fine- to medium-grained, with wood and Topsoil, with traces of Gravel, black, moist to wet. (Alluvium)	17	▽	The ground surface elevation at the boring location was referenced to a benchmark provided by SEH, Inc.
1104.0	4.5	SM	SILTY SAND, with Clayey Sand, with traces of Gravel, brown, wet, medium dense. (Alluvium)	24		An open triangle in the water level (WL) column indicates the depth at which groundwater was observed while drilling. Groundwater levels fluctuate.
1100.0	8.5	SM	Cobbles at 8 feet. SILTY SAND, fine- to medium-grained, with Gravel, brown, moist, dense to very dense. (Glacial Till)	50/2"		No recovery.
1093.4	15.1		REFUSAL TO AUGER - END OF BORING.	58		
			Water observed at a depth of 3 feet while drilling.	95/9		
			Water not observed with 15 feet of hollow stem auger in the ground.	50/3"		No recovery.
			Boring immediately backfilled.			

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^a					Soils Classification	
					Group Symbol	Group Name ^b
Coarse-grained Soils more than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels 5% or less fines ^e	$C_u \geq 4$ and $1 \leq C_c \leq 3$ ^c	GW	Well-graded gravel ^d	
			$C_u < 4$ and/or $1 > C_c > 3$ ^c	GP	Poorly graded gravel ^d	
		Gravels with Fines More than 12% fines ^e	Fines classify as ML or MH	GM	Silty gravel ^{d f g}	
			Fines classify as CL or CH	GC	Clayey gravel ^{d f g}	
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands 5% or less fines ⁱ	$C_u \geq 6$ and $1 \leq C_c \leq 3$ ^c	SW	Well-graded sand ^h	
			$C_u < 6$ and/or $1 > C_c > 3$ ^c	SP	Poorly graded sand ^h	
		Sands with Fines More than 12% ⁱ	Fines classify as ML or MH	SM	Silty sand ^{f g h}	
			Fines classify as CL or CH	SC	Clayey sand ^{f g h}	
Fine-grained Soils 50% or more passed the No. 200 sieve	Silts and Clays Liquid limit less than 50	Inorganic	PI > 7 and plots on or above "A" line ^j	CL	Lean clay ^{k l m}	
			PI < 4 or plots below "A" line ^j	ML	Silt ^{k l m}	
		Organic	Liquid limit - oven dried < 0.75	OL	Organic clay ^{k l m n}	
			Liquid limit - not dried	OL	Organic silt ^{k l m o}	
	Silts and clays Liquid limit 50 or more	Inorganic	PI plots on or above "A" line	CH	Fat clay ^{k l m}	
			PI plots below "A" line	MH	Elastic silt ^{k l m}	
		Organic	Liquid limit - oven dried < 0.75	OH	Organic clay ^{k l m p}	
			Liquid limit - not dried	OH	Organic silt ^{k l m q}	
Highly Organic Soils		Primarily organic matter, dark in color and organic odor		PT	Peat	

- a. Based on the material passing the 3-in (75mm) sieve.
b. If field sample contained cobbles or boulders, or both, add "with cobbles or boulders or both" to group name.
c. $C_u = D_{60} / D_{10}$ $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
d. If soil contains $\geq 15\%$ sand, add "with sand" to group name.
e. Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay
f. If fines classify as CL-ML, use dual symbol GC-GM or SC-SM.
g. If fines are organic, add "with organic fines" to group name.
h. If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.
i. Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay
j. If Atterberg limits plot in hatched area, soil is a CL-ML, silty clay.
k. If soil contains 10 to 29% plus No. 200, add "with sand" or "with gravel" whichever is predominant.
l. If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.
m. If soil contains $\geq 30\%$ plus No. 200 predominantly gravel, add "gravelly" to group name.
n. PI ≥ 4 and plots on or above "A" line.
o. PI < 4 or plots below "A" line.
p. PI plots on or above "A" line.
q. PI plots below "A" line.



Laboratory Tests

DD	Dry density, pcf	OC	Organic content, %
WD	Wet density, pcf	S	Percent of saturation, %
MC	Natural moisture content, %	SG	Specific gravity
LL	Liquid limit, %	C	Cohesion, psf
PL	Plastic limit, %	ϕ	Angle of internal friction
PI	Plasticity index, %	qu	Unconfined compressive strength, psf
P200	% passing 200 sieve	qp	Pocket penetrometer strength, tsf

Particle Size Identification

Boulders	over 12"
Cobbles	3" to 12"
Gravel	
Coarse	3/4" to 3"
Fine	No. 4 to 3/4"
Sand	
Coarse	No. 4 to No. 10
Medium	No. 10 to No. 40
Fine	No. 40 to No. 200
Silt	< No. 200, PI < 4 or below "A" line
Clay	< No. 200, PI ≥ 4 and on or above "A" line

Relative Density of Cohesionless Soils

Very loose	0 to 4 BPF
Loose	5 to 10 BPF
Medium dense	11 to 30 BPF
Dense	31 to 50 BPF
Very dense	over 50 BPF

Consistency of Cohesive Soils

Very soft	0 to 1 BPF
Soft	2 to 3 BPF
Rather soft	4 to 5 BPF
Medium	6 to 8 BPF
Rather stiff	9 to 12 BPF
Stiff	13 to 16 BPF
Very stiff	17 to 30 BPF
Hard	over 30 BPF

Drilling Notes

Standard penetration test borings were advanced by 3 1/4" or 6 1/4" ID hollow-stem augers unless noted otherwise. Jetting water was used to clean out auger prior to sampling only where indicated on logs. Standard penetration test borings are designated by the prefix "ST" (Split Tube). All samples were taken with the standard 2" OD split-tube sampler, except where noted.

Power auger borings were advanced by 4" or 6" diameter continuous-flight, solid-stem augers. Soil classifications and strata depths were inferred from disturbed samples augered to the surface and are, therefore, somewhat approximate. Power auger borings are designated by the prefix "B."

Hand auger borings were advanced manually with a 1 1/2" or 3 1/4" diameter auger and were limited to the depth from which the auger could be manually withdrawn. Hand auger borings are indicated by the prefix "H."

BPF: Numbers indicate blows per foot recorded in standard penetration test, also known as "N" value. The sampler was set 6" into undisturbed soil below the hollow-stem auger. Driving resistances were then counted for second and third 6" increments and added to get BPF. Where they differed significantly, they are reported in the following form: 2/12 for the second and third 6" increments, respectively.

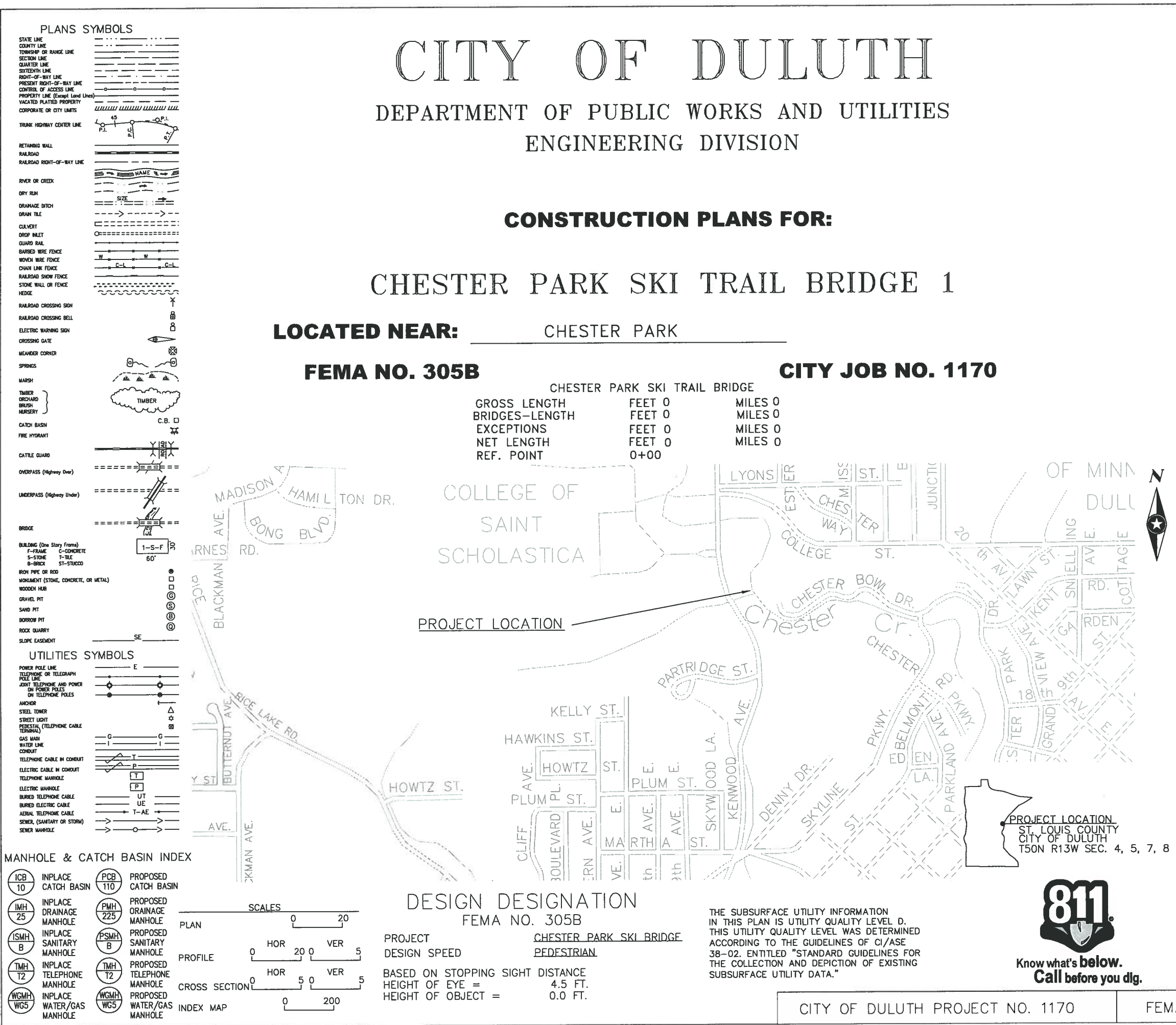
WH: WH indicates the sampler penetrated soil under weight of hammer and rods alone; driving not required.

WR: WR indicates the sampler penetrated soil under weight of rods alone; hammer weight and driving not required.

TW indicates thin-walled (undisturbed) tube sample.

Note: All tests were run in general accordance with applicable ASTM standards.

S:\AE\1\21822\5-fm-dgn\10-civil\dwg\p1822\10-civil\dwg\p1822.dwg 10/16/2012 12:51 PM ccorleke



S:\AE\Duluth\121822\5-final-dgn\5-final-dgn\51-drawings\10-Civil\cad\dwg\plans\10121822E0.dwg 10/17/2012 11:27 AM dhinzmann

LOCATION MAP

STATEMENT OF ESTIMATED QUANTITIES					
NOTE	ITEM NO.	ITEM DESCRIPTION		UNIT	ESTIMATED QUANTITIES
2	2021.501	MOBILIZATION		LUMP SUM	1
	2100.601	PEDESTRIAN BRIDGE (SUPER STRUCTURE)		LUMP SUM	1
	2401.501	STRUCTURAL CONCRETE (1A43)	(P)	CU YD	10
	2401.501	STRUCTURAL CONCRETE (3Y43)	(P)	CU YD	35
	2401.541	REINFORCEMENT BARS	(P)	POUND	3850
	2401.601	STRUCTURE EXCAVATION		LUMP SUM	1
	2401.601	SLOPE PREPARATION	(P)	LUMP SUM	1
	2402.521	STRUCTURAL STEEL (3306)	(P)	POUND	30
3	2442.501	REMOVE BRIDGE		LUMP SUM	1
	2511.501	RANDOM RIPRAP CLASS III	(P)	CU YD	26
	2511.511	GRANULAR FILTER	(P)	CU YD	6
	2545.601	TEMPORARY POWER DISCONNECTION		LUMP SUM	1
	2563.601	TRAFFIC CONTROL		LUMP SUM	1
	2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE		EACH	1
1	2575.555	TURF ESTABLISHMENT		LUMP SUM	1

NOTES:

1	INCLUDES RESTORATION OF ALL DISTURBED AREAS. SOCCER FIELD RESTORATION SHALL INCLUDE FERTILIZER TYPE 3 (300LBS/ACRE), MULCH TYPE 3 (2 TONS/ACRE), AND SEED MIXTURE 250 (70LBS/ACRE).
2	PLACEMENT OF CLASS 5 TO RE-ESTABLISH TRAIL GRADE TO BRIDGE DECK IS INCIOENTAL.
3	BRIDGE SUPER STRUCTURE TO BE SALVAGED, DISMANTLEO, AND DELIVERED TO 110 N. 42ND AVENUE WEST.

EXISTING UTILITIES	
COMPANY	SERVICE
MINNESOTA POWER	ELECTRIC POWER
CENTURY LINK	TELEPHONE
CITY OF OULUTH	STREET LIGHTS, WATER, FAS, SANITARY SEWER AND STORM SEWER
CHARTER COMMUNICATIONS	CABLE TV
GOPHER STATE ONE CALL	LOCATORS
DULUTH NORTHSHORE SANITARY DISTRICT	SANITARY SEWER



DRAWN BY: ACO				
DESIGNER: MJB				
CHECKED BY: MJB				
DESIGN TEAM	NO.	BY	DATE	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Date: 10/17/12 Matthew J. Bolf, P.E. Lic. No. 43913



PHONE: 218.279.3000
418 W SUPERIOR ST STE 200
DULUTH, MN 55802-1512
www.sehinc.com

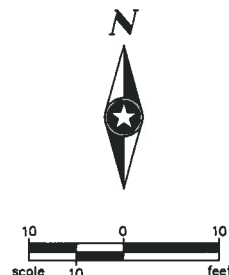
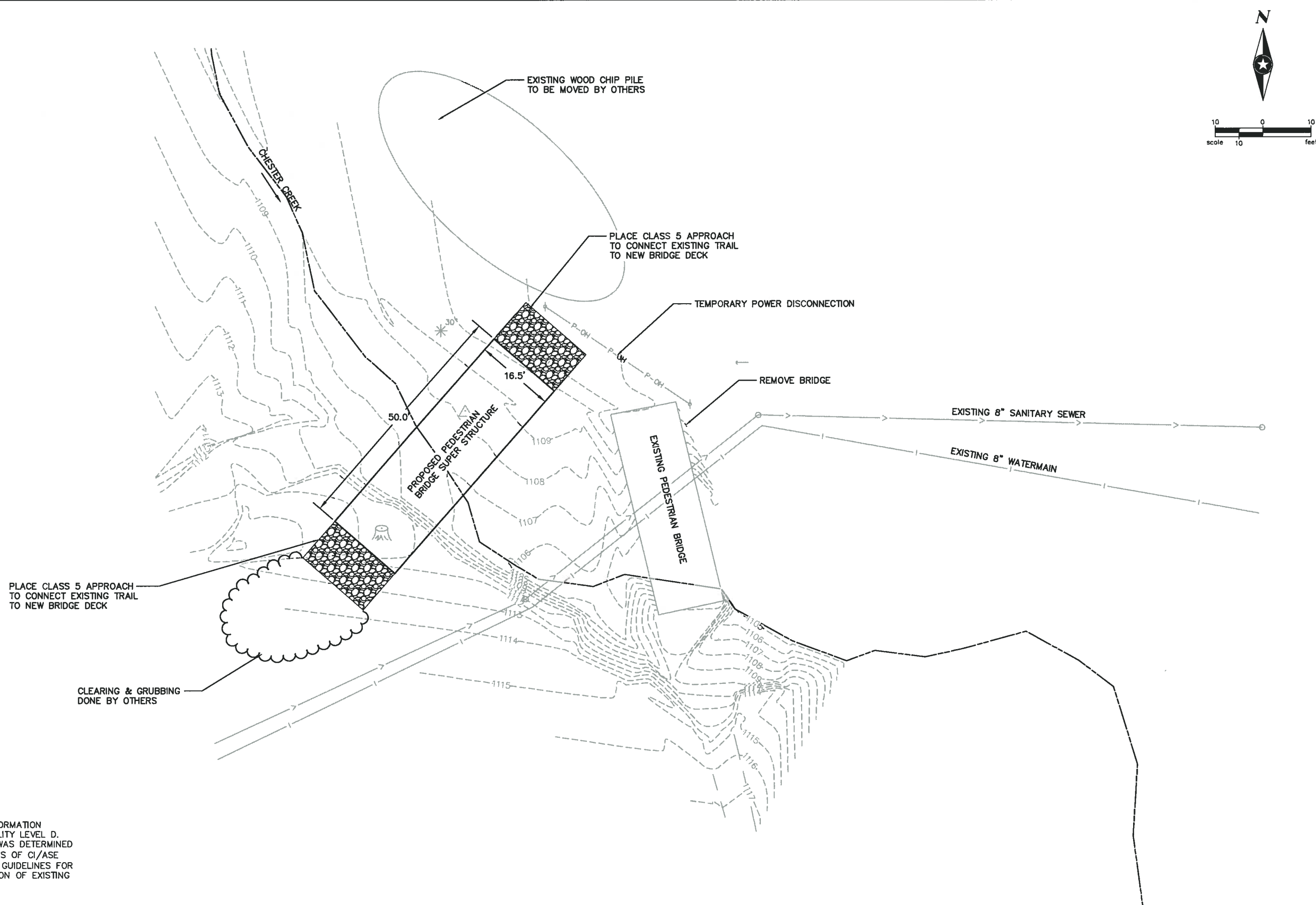
DULUTH, MINNESOTA
CITY PROJ. NO. 1170
CITY FLOOD SITE NO.
305B

STATEMENT OF
ESTIMATED QUANTITIES

FILE NO.
DULUT 121822

2
5

S:\AE\121822\5-final-dgn\51-drawings\10-Civil\cad\dwg\pshshts\DU121822 BRIDGE LAYOUT.dwg 10/16/2012 3:41 PM corleakle



THE SUBSURFACE UTILITY INFORMATION
IN THIS PLAN IS UTILITY QUALITY LEVEL D.
THIS UTILITY QUALITY LEVEL WAS DETERMINED
ACCORDING TO THE GUIDELINES OF CI/ASE
38-02. ENTITLED "STANDARD GUIDELINES FOR
THE COLLECTION AND DEPICTION OF EXISTING
SUBSURFACE UTILITY DATA."

DRAWN BY: _____					
DESIGNER: _____					
CHECKED BY: _____					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

[Signature] Name, P.E. _____
Date: 10/17/12 Lic. No. _____

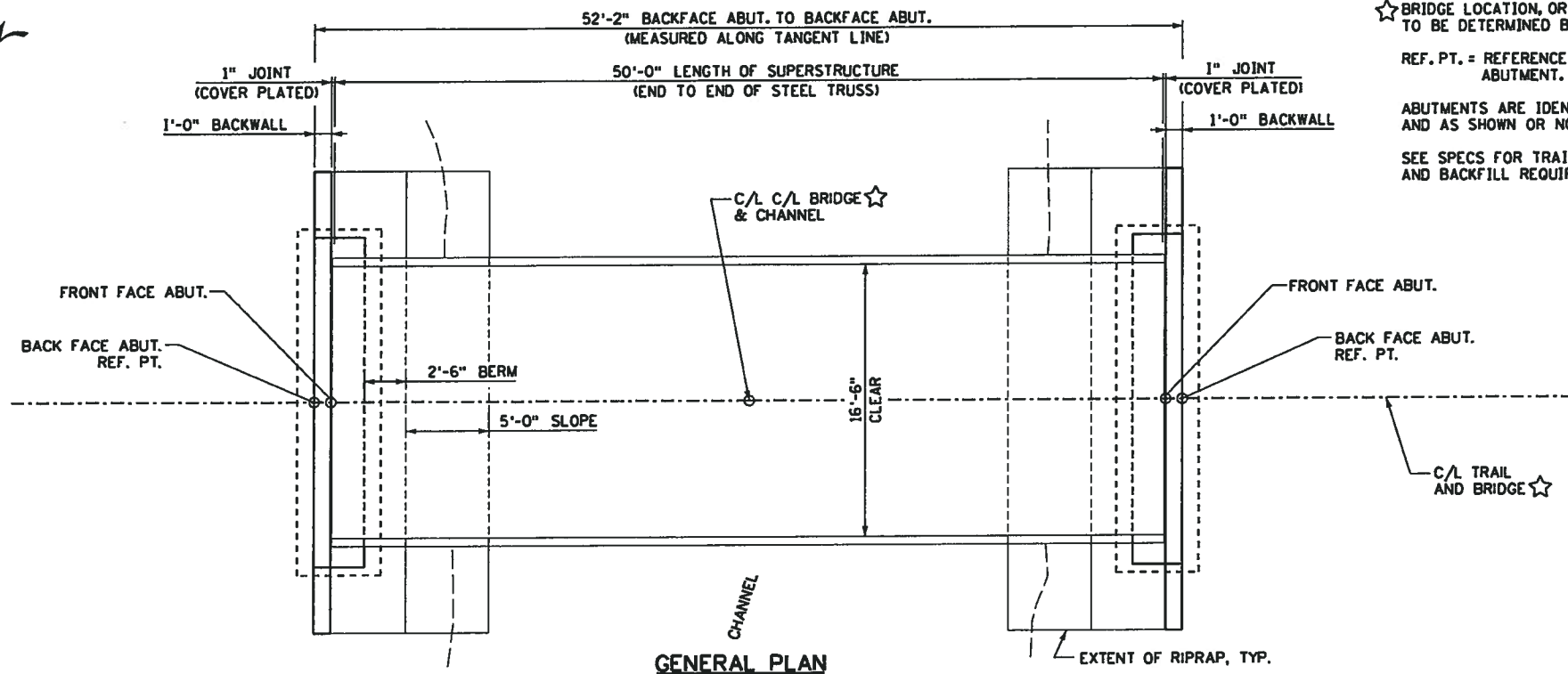
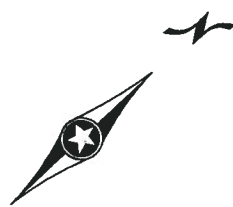


PHONE: 218.279.3000
418 W SUPERIOR ST STE 200
DULUTH, MN 55802-1512
www.sehinc.com

DULUTH, MINNESOTA
CITY PROJ. NO. 1170
CITY FLOOD SITE NO.
305B

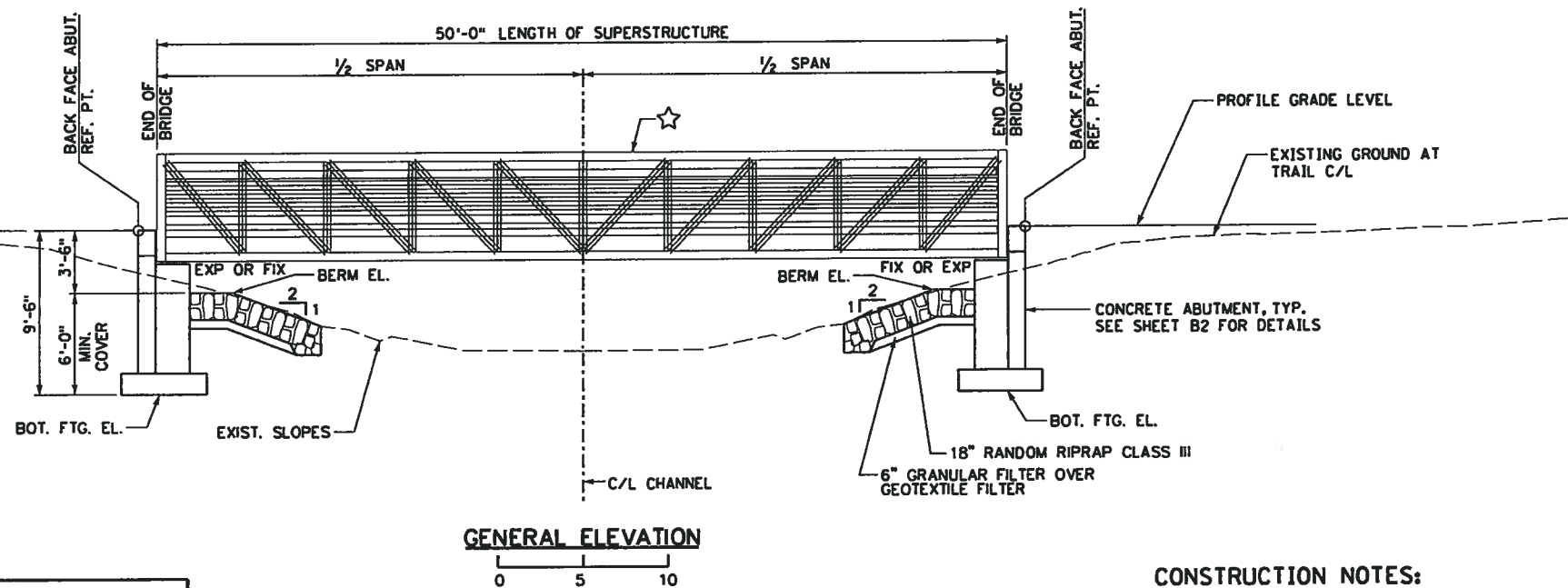
EXISTING CONDITIONS
AND GRADING

FILE NO.
DULUT 121822



NOTE:
THE SUBSTRUCTURE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

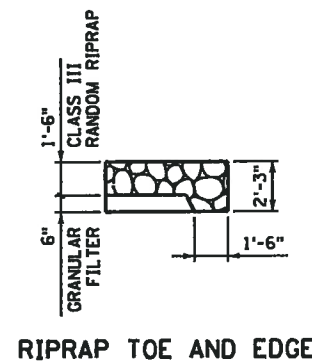
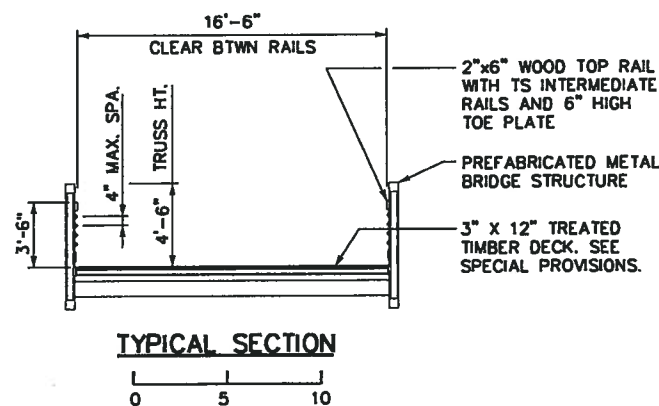
THE EXACT LOCATIONS OF UNDERGROUND UTILITIES AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL BEFORE COMMENCING EXCAVATION.



SCHEDULE OF QUANTITIES FOR ENTIRE BRIDGE			
ITEM NO	ITEM	UNIT	QUANTITY
2100.601	PEDESTRIAN/BICYCLE BRIDGE (SUPERSTRUCTURE)	LUMP SUM	1
2401.501	STRUCTURAL CONCRETE (1A43)	CU. YD.	10 (P)
2401.501	STRUCTURAL CONCRETE (3Y43)	CU. YD.	35 (P)
2401.541	REINFORCEMENT BARS	POUND	3850 (P)
2401.601	STRUCTURE EXCAVATION	LUMP SUM	1
2401.601	SLOPE PREPARATION	LUMP SUM	1 (P)
2402.521	STRUCTURAL STEEL (3306)	POUND	30 (P)
2511.501	RANDOM RIPRAP CLASS III	CU. YD.	26 (P)
2511.511	GRANULAR FILTER	CU. YD.	6 (P)

① ANCHOR BOLTS, NUTS & WASHERS ONLY.

② SEE SPECIAL PROVISIONS.



CONSTRUCTION NOTES:

THE 2005 EDITION OF THE MN/DOT "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE FIRST TWO DIGITS OF EACH BAR MARK INDICATE THE BAR SIZE.

THE BARS MARKED WITH THE SUFFIX "E" SHALL BE EPOXY COATED.

DRAWINGS ARE NOT TO BE SCALED.

BRIDGE SEAT REINFORCEMENT SHALL BE CAREFULLY PLACED TO AVOID INTERFERENCE WITH DRILLING HOLES FOR ANCHOR RODS. THE SUPERSTRUCTURE SHALL BE ERECTED IN FINAL POSITION PRIOR TO DRILLING HOLES FOR AND PLACING ANCHOR BOLTS.

APPROACH FILL AND ROUGH GRADING PROVIDED UNDER GRADING PORTION OF CONTRACT. RESTORATION OF SIDE SLOPES SHALL BE INCLUDED IN PRICE BID FOR STRUCTURE EXCAVATION. FORESLOPE SHALL BE PLACED AND COMPACTED IN SUBSTANTIAL CONFORMANCE WITH ITS FINAL SHAPE BEFORE ABUTMENT IS BACKFILLED.

☆ BRIDGE LOCATION, ORIENTATION AND ELEVATION TO BE DETERMINED BY OWNER

REF. PT. = REFERENCE POINT AT BACK FACE ABUTMENT.

ABUTMENTS ARE IDENTICAL IN ELEVATION AND AS SHOWN OR NOTED OTHERWISE.

SEE SPECS FOR TRAIL APPROACH GRADING AND BACKFILL REQUIREMENTS.

DESIGN DATA

2012 (AND CURRENT INTERIM) AASHTO LRFD DESIGN SPECIFICATIONS AND THE 2009 GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES.
90 PSF W/ REDUCTIONS PER GUIDE SPECIFICATION OR H10 (20,000 LBS) MAINTENANCE VEHICLE (WITHOUT IMPACT), WHICHEVER IS GREATER.
DESIGNED TO CARRY SNOW GROOMER LOADING

MAXIMUM ALLOWABLE DESIGN STRESSES:

REINFORCED CONCRETE:
f'c = 4000 PSI, n=8
fy = 60000 PSI FOR REINFORCEMENT, GRADE 60 (UNCOATED)

STRUCTURAL STEEL:
STEEL, PER MNDOT 3309 & 3361 TYPE C
fy = 50000 PSI MINIMUM
DESIGN SPEED = 20 MPH
DECK AREA = 825 SF

LIST OF SHEETS

NO	DESCRIPTION
B1	GENERAL PLAN & ELEVATION
B2	ABUTMENT DETAILS

FOUNDATION DATA:

SPREAD FOOTING ON MEDIUM DENSE GRAVEL/SAND.
3.25 KSF ALLOWABLE BEARING CAPACITY (MIN.)



3535 VAODNAIS CENTER DRIVE
ST PAUL, MN 55110
PHONE (651) 490-2000
FAX (651) 490-2150

I HEREBY CERTIFY THAT SHEETS B1 THROUGH B6 WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: *Nathan C. Klopp* NATHAN C. KLOPP

DATE: 10-12-2012 REG. NO. 43836

MINNESOTA DEPARTMENT OF TRANSPORTATION TRAIL BRIDGE NO. 2

CHESTER PARK LOWER SKI TRAIL BRIDGE
OVER CHESTER CREEK
LOCATED IN CHESTER PARK BETWEEN
SKYLINE AVENUE AND KENWOOD AVENUE

A SINGLE-SPAN PREFABRICATED STEEL TRUSS
50'-0" LONG X 16'-6" CLEAR WIDTH, 0" SKEW

IDENTIFICATION NO 302

GENERAL PLAN & ELEVATION

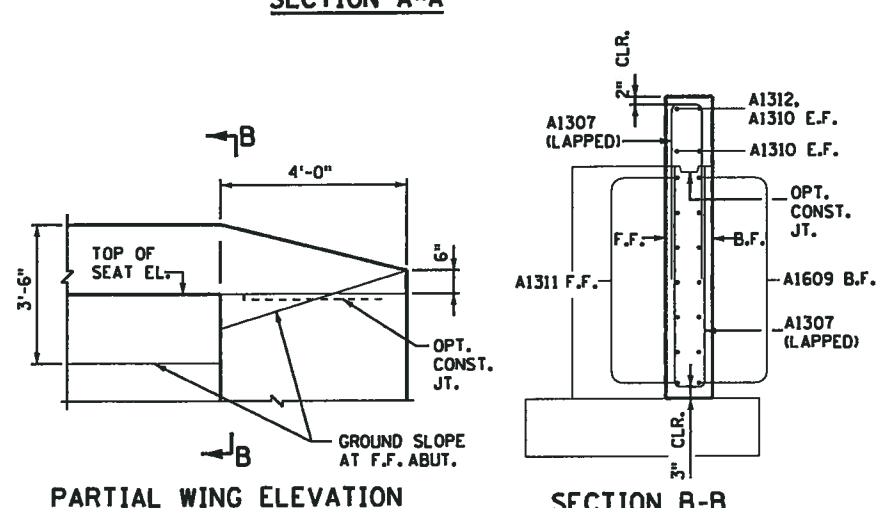
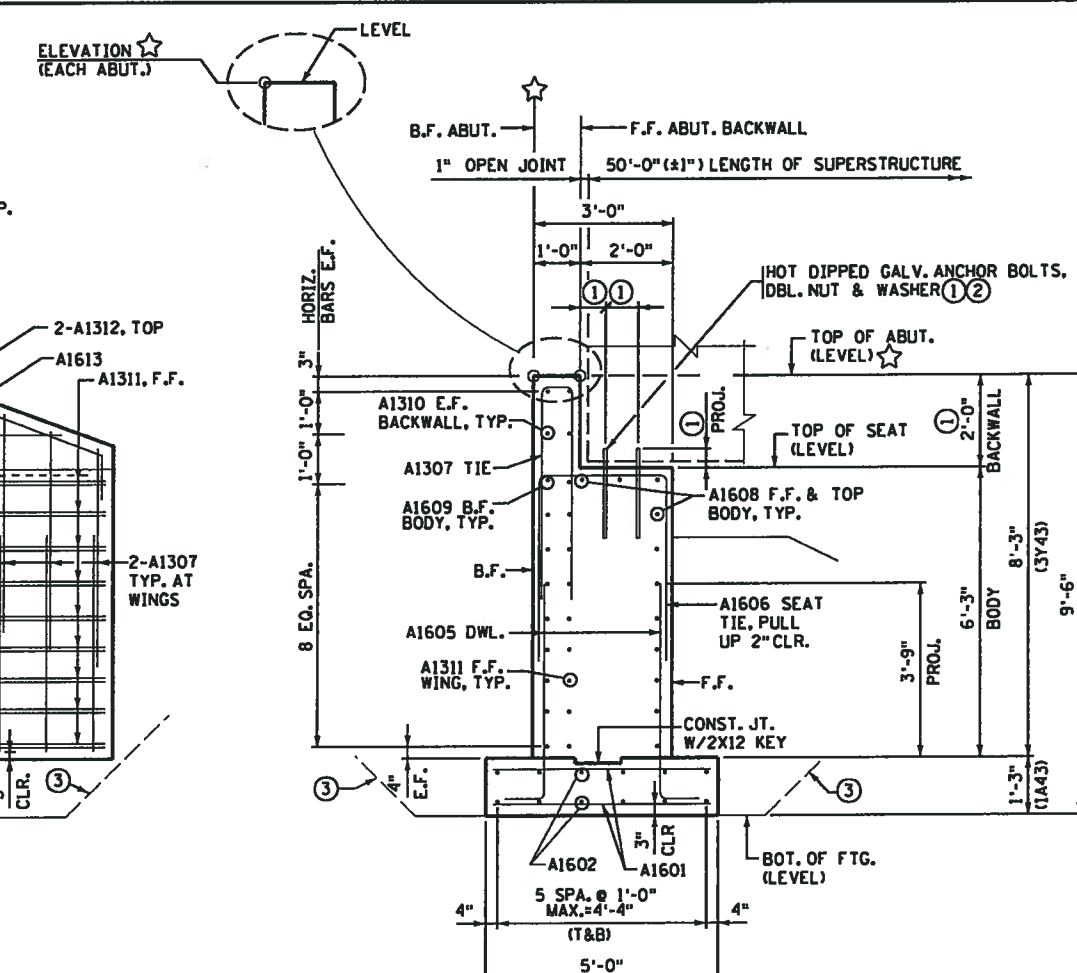
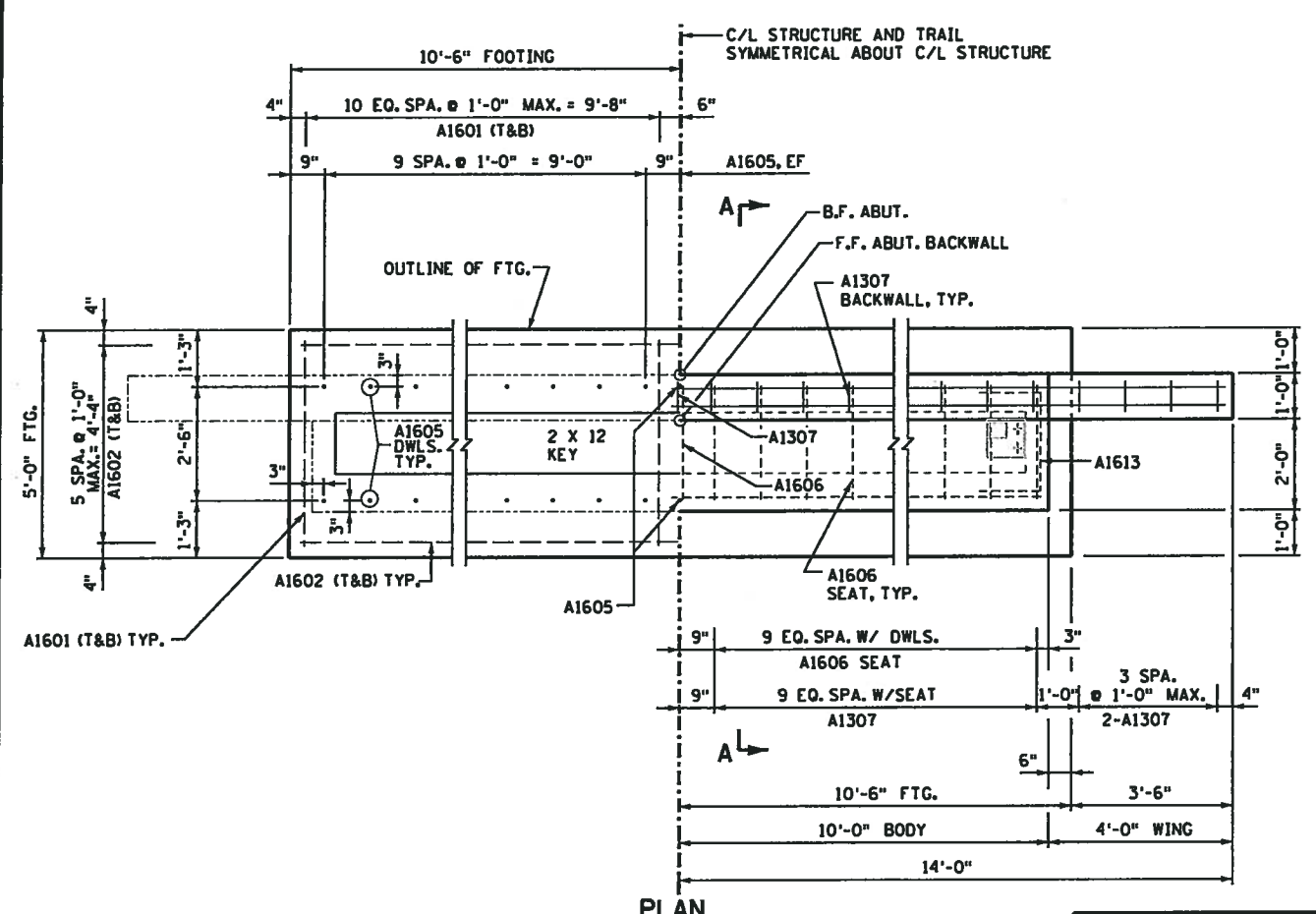
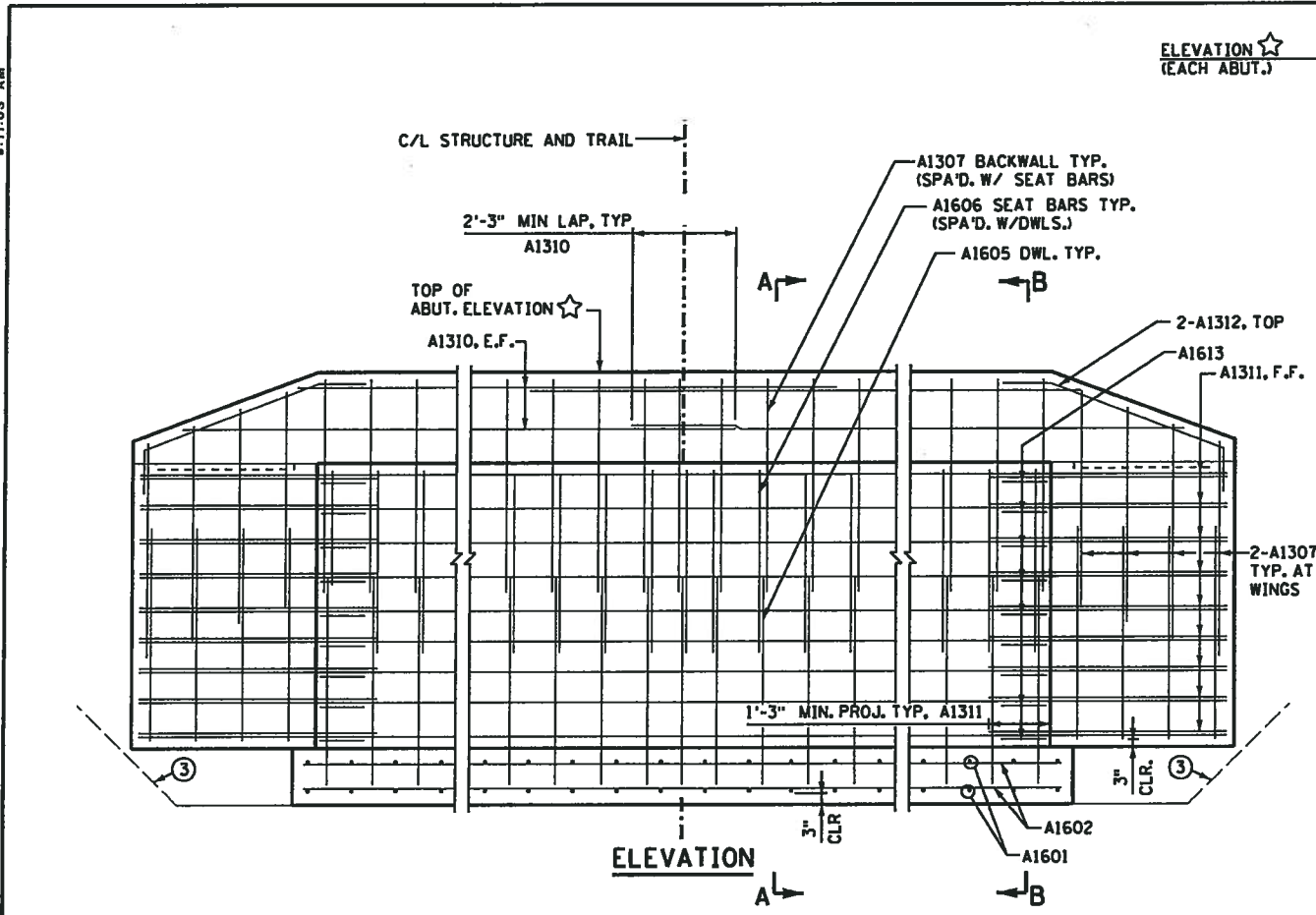
SEC 15 TWP 50 N R 14 W
CITY OF DULUTH ST. LOUIS COUNTY

DES: JAJ DR: DLF NO. 2
CHK: NCK CHK: NCK

8:11:03 AM

10/12/2012

S:\AE\VD\duint\121822\5-final-dgn\51-drawings\20-Struct\bridge 2\121822 br2-ab1.dgn



ABUTMENTS SPREAD FOOTING LOAD DATA	
* FACTORED DESIGN BEARING PRESSURE	3.25 KSF
EFFECTIVE WIDTH B'	5 FT.
SERVICE BEARING RESISTANCE	3.25 KSF

* BASED ON SERVICE I LOAD COMBINATION.

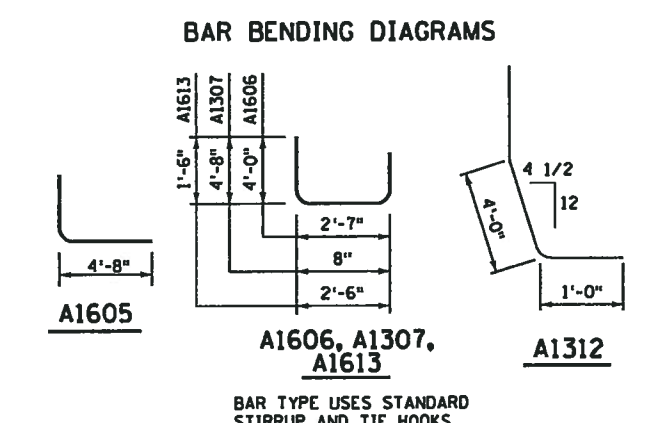
☆ABUTMENT REINFORCEMENT				
BAR QUANTITY SHOWN IS THE TOTAL FOR TWO ABUTMENTS				
BAR MARK	NO. OF BARS	LENGTH	SHAPE	LOCATION
UNCOATED BARS				
A1601	88	4'-6"	STR	TRANSV. FOOTING
A1602	24	20'-6"	STR	LONGIT. FOOTING
A...03	NOT USED			
A...04	NOT USED			
A1605	84	5'-6"	BENT	FOOTING DWEL
A1606	42	10'-7"	BENT	SEAT
A1307	74	10'-0"	BENT	TIES
A1608	22	19'-5"	STR	HORIZ. BODY
A1609	18	27'-6"	STR	HORIZ. B.F.
A1310	16	14'-6"	STR	HORIZ. WING
A1311	36	5'-3"	STR	HORIZ. WING F.F.
A1312	8	6'-3"	BENT	HORIZ. TOP
A1613	36	5'-6"	BENT	HORIZ. BODY

DESIGN AND FOUNDATION DATA:
SEE SHEET 1 FOR INFORMATION.

NOTES:

- ☆ ABUTMENTS ARE IDENTICAL IN ELEVATION AND AS SHOWN OR NOTED OTHERWISE.
- SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS NOT SPECIFICALLY CALLED OUT IN PLANS.
- SEE SHEET 1 FOR ABUTMENT QUANTITIES.
- PROVIDE 2" COVER OVER REINFORCEMENT UNLESS SHOWN OTHERWISE.
- PROVIDE 3/4" CHAMFER ON ALL ABOVE GRADE CORNERS.
- ① VERIFY DIMENSIONS WITH SUPERSTRUCTURE MANUFACTURER. NOTE, ABUTMENT BACKWALL DESIGNED TO VARY BY 1'-0", FROM 1'-6" TO 2'-6".
- ② GALVANIZED ANCHOR BOLTS, NUTS AND WASHERS PER MNDOT SPEC 3392. BRIDGE MANUFACTURER SHALL BE RESPONSIBLE FOR DETERMINING ANCHORAGE SIZE AND LOCATION.
- ③ BACKFILL AND COMPACT WITH NATIVE GRAVEL/SAND.

F.F.=FRONT FACE
B.F.=BACK FACE
E.F.=EACH FACE
T = TOP
B = BOTTOM



NOTE:
BENT BAR DIMENSIONS GIVEN ARE OUT-TO-OUT. ACTUAL BAR LENGTHS SHALL BE DETERMINED BASED ON DIMENSIONS SHOWN IN THE BAR BENDING DIAGRAMS. TOTAL BAR LENGTHS SHOWN ARE FOR USE IN COMPUTING REINFORCEMENT BAR WEIGHTS FOR PAYMENT ONLY.

SP 33-090-01			
DES: JAJ	DR: DLF	APPROVED:	
CHK: NCK	CHK: NCK	BRIDGE NO	
SHEET NO B2 OF B2 SHEETS			NO. 2

3535 VADNAIS CENTER DRIVE
ST. PAUL, MN 55100
PHONE (650) 490-2000
FAX (650) 490-2500

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.
Signature: *Nathan C. Klopp* Date: 10/12/2012
Printed Name: NATHAN C. KLOPP Reg. No. 43836

ABUTMENT DETAILS